



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

November 26, 2003

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT NUMBER FIVE TO COUNTY AGREEMENT NUMBER 56649 WITH
QUADRAMED CORPORATION AND THE COMPUCARE COMPANY FOR TURNKEY
HOSPITAL INFORMATION SYSTEMS
(All Districts) (3 Votes)**

CIO RECOMMENDATION: APPROVE ☒ APPROVE WITH MODIFICATION ☐
DISAPPROVE ☐

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director and Chief Medical Officer of Health Services, or his designee, to sign, following the signatures by authorized representatives of QuadraMed Corporation (QMDC) and the Compucare Company (Compucare), Amendment Number Five, substantially similar to Exhibit I, to Agreement Number 56649 for High Desert Health System (HDHS), Rancho Los Amigos National Rehabilitation Center (RLANRC) and Martin Luther King, Jr./Drew Medical Center (K/DMC), to extend the term of the Agreement through December 31, 2005, to upgrade certain System Hardware and System Software, to approve a new subcontractor related to certain System Hardware and System Software, to add a \$50 million limitation on Contractor's liability to County and exclusions for certain damages, to increase rates for maintenance services and for professional services, to increase pool dollars for K/DMC for professional services, to continue implementation of certain Application Software modules, to increase the Contract Sum by \$7,023,909 to a total of \$34,488,002, and to make various other changes to the Agreement.

PURPOSE OF RECOMMENDED ACTION:

In approving this recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign this Amendment Number Five, to:

1. extend the term of the Agreement through December 31, 2005,
2. upgrade certain System Hardware and System Software,
3. approve a new subcontractor related to certain System Hardware and System Software,
4. increase the rates for maintenance services and professional services,
5. add a \$50 million limitation on Contractor's liability to County and exclusions for certain damages,
6. increase pool dollars for K/DMC for professional services,
7. continue implementation of certain Application Software modules,
8. increase the Contract Sum by \$7,023,909 to a total of \$34,488,002, and
9. make various other changes to the Agreement.

JUSTIFICATION:

Board approval of this amendment is recommended to ensure uninterrupted, continuous modifications, upgrades, and maintenance of the Turnkey Healthcare Information System (HIS) at each of HDHS, RLANRC, and K/DMC. During the extended term under this amendment, County and QMDC and Compucare intend to negotiate a new agreement to consolidate this agreement with County Agreement Number 72190.

The County has guidelines for the timely submission of contracts for Board approval. However, DHS was unable to submit the recommended amendment three weeks in advance of the effective date, as required under the guidelines because of the extended negotiations with QMDC on maintenance of the new System Hardware, and cancellation of the December 23, 2003 Board meeting.

FISCAL IMPACT/FINANCING:

Funding for this agreement is included in the FY 2003-04 Adopted Budget and will be requested by the Department as a continuing appropriation in future fiscal years. There is no additional increase in budgeted net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On January 21, 1997, your Board authorized the Purchasing Agent to sign County Agreement Number 56649 with Compucare for the acquisition and maintenance of a turnkey HIS, including, but not limited to, clinical modules and hardware, for HDHS, RLANRC, and K/DMC for a five-year term, effective December 31, 1996 through December 31, 2001.

On June 15, 1999, your Board approved Amendment Number One to Agreement Number 56649 to acknowledge the corporate acquisition of Compucare by QMDC, effective March 3, 1999, to add QMDC as a contractor under the Agreement, along with Compucare, and to hold both QMDC and Compucare jointly and severally liable and responsible for any and all of the obligations, responsibilities and liabilities of Compucare.

On December 7, 1999, your Board approved Amendment Number Two to Agreement Number 56649, including but not limited to, extending the term of the Agreement through December 31, 2003; increasing the maximum County obligation; redefining certain optional software modules to be implemented in Phases IV and V, and extending the implementation for certain of these modules under an added Phase VI; establishing a new Phase VII to include optional software modules (i.e., Accounts Payable and General Ledger) and acquiring software licenses, installation and maintenance for these modules; and revising and updating hardware and software maintenance rates, and professional services labor rates.

On December 4, 2001, your Board approved Amendment Number Three to Agreement Number 56649, containing various changes, principally to increase the maximum County obligation to \$27,464,093; to add a new Phase IX for a new Application Software module to the HIS at HDHS, RLANRC, K/DMC; to add Operating Software; and to increase funding for professional services pool hours for K/DMC.

On March 26, 2003, the Board approved Amendment Number Four to add standard County contract language regarding Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The proposed amendment updates the list of System Hardware and System Software, and provides for the acquisition of new System Hardware and System Software to be maintained by QMDC's and Compucare's subcontractor, Software Information Systems, Inc. (SIS), in partnership with IBM Corporation, which manufactures most of the new System Hardware and System Software. This will ensure continuous maintenance, upgrades, and modifications of the HIS. The amendment also limits the liability of QMDC to \$50 million and limits the liability for certain damages, including loss of use of data and loss of data, that are caused by a failure of the new System Hardware or new System Software. The remaining value of this agreement for the extension period is significantly less than the liability limit, and QMDC and Compucare have successfully provided DHS with a turnkey HIS since 1989. Additionally, in respect of the new System Hardware and new System Software to be installed under the proposed amendment, DHS will not accept such hardware and software nor make any payment to QMDC and Compucare until such hardware and software successfully complete DHS' system reliability tests, thus the likelihood for hidden defects capable of causing major failure is decreased. For these reasons, DHS finds these limitations on Contractor's liability and for certain damages to be acceptable.

Applicable new standard County contract language has been added in this proposed Amendment Number Five.

The County CAO' Risk Manager has approved the indemnification, insurance, warranties, and limitation on liabilities provisions of the amendment and the subcontracts attached.

The County's Chief Information Officer concurs with the Department's recommendation.

Sidley Austin Brown & Wood, LLP (contract counsel) has reviewed the attached amendment (Exhibit I) and recommends Board approval. The amendment has also been reviewed and approved as to form by County Counsel. Also, the County's Internal Services Department, Purchasing and Central Services, has reviewed and approved the amendment.

Attachment A provides additional information.

CONTRACTING PROCESS:

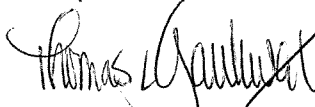
DHS did not advertise this proposed Amendment Number Five on the Office of Small Business' Countywide Web Site as a contracting opportunity, because it is for the continued provision of technical services for which the current contractor is uniquely qualified to perform. To select a new contractor at this time would be extremely costly to the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of the recommended amendment will continue the ongoing operations of the HIS currently in use at each of HDHS, RLANRC, and K/DMC.

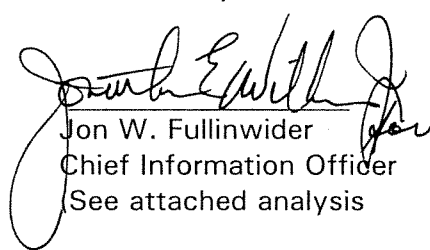
When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.,
Director and Chief Medical Officer
Department of Health Services

Reviewed by:



Jon W. Fullinwider
Chief Information Officer
(See attached analysis)

TLG:lg (gattton\BOARD LETTER 56649.DOC)

Attachments

- c: Chief Administrative Officer
- Chief Information Office, Los Angeles County
- County Counsel
- Executive Officer, Board of Supervisors
- Director of Internal Services
- Auditor-Controller

SUMMARY OF AMENDMENT1. TYPE OF SERVICE:

Under the agreement amendment, the QuadraMed Corporation and Compucare Company will continue to provide a turnkey Healthcare Information System (HIS) at each of High Desert Health System (HDHS), Rancho Los Amigos National Rehabilitation Center (RLANRC), and Martin Luther King, Jr./Drew Medical Center (K/DMC).

2. AGENCY ADDRESS AND CONTACT PERSON:

The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618
Attention: Sandra K. Williams, Vice President
Telephone: (949) 754-6000

3. TERM:

The amendment will be effective as of the earlier of the date of approval hereof by County's Board of Supervisors or January 1, 2004, except that: (a) the rates for maintenance services and labor rates set forth in this Amendment, including the attachments hereto, shall be effective as of January 1, 2004; (b) Subparagraph 10.11 of the body of this Agreement shall be effective as of January 1, 2004, as such subparagraph applies to Exhibits I-A and I-C attached hereto as Attachments 7 and 8 respectively; and (c) Subparagraph 10.12 of the body of this Agreement shall be effective as of January 1, 2004. The amendment will remain in full force and effect during the extended term of the agreement through December 31, 2005.

4. FINANCIAL INFORMATION:

Funding for this agreement is included in the FY 2003-04 Adopted Budget and will be requested by the Department as a continuing appropriation in future fiscal years. There is no additional increase in budget net County cost.

5. FACILITIES TO BE SERVED:

HDHS, RLANRC, K/DMC

6. DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

Lawrence Gatton , Oversight Project Director

7. APPROVALS:

Information Systems Branch:
Information Officer

Lawrence Gatton, Office of the Chief

County Chief Information Officer:
Officer

Jon W. Fullinwider, Chief Information

Contracts and Grants Division:

Riley Austin, Acting Chief

County Counsel (approval as to form):

James Kashian, Principal Deputy
County Counsel

CIO ANALYSIS

AMENDMENT NUMBER FIVE TO AGREEMENT 56649 WITH QUADRAMED CORPORATION FOR HOSPITAL INFORMATION SYSTEMS (HIS)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☐ New Contract ☒ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 2 Yrs # of Option Yrs

Contract Components:

☒ Software ☒ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Larry Gatton, Oversight Project Director

Budget Information :

Y-T-D Contract Amount	\$ 27,464,093
Requested Contract Amount	\$ 7,023,909
Aggregate Contract Amount	\$ 34,488,002

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards?

Project/Contract Description:

Department of Health Services (DHS) is requesting your Board delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign Amendment Number Five to Agreement 56649 with QuadraMed Corporation (QMDC) and the Compucare Company (Compucare) to extend the term of this agreement for two years through December 31, 2005 and provide upgrades, enhancements, and maintenance to the Hospital Information Systems (HIS) at High Desert Health System (HDHS), Rancho Los Amigos National Rehabilitation Center (RLANRC), and Martin Luther King, Jr./Drew Medical Center (K/DMC). This amendment will also increase the contract sum by \$7,023,909 to a total of \$34,488,002.

Background:

The HIS is the core system at these facilities that maintains patient information and supports administrative/business and clinical care management. The original agreement to acquire and maintain the HIS for HDHS, RLANRC, and K/DMC was authorized by your Board on January 21, 1997 for a five-year term (effective December 31, 1996 through December 31, 2001). Subsequently, your Board has approved four amendments to this agreement, which are described below.

- **Amendment Number One** – Approved on June 15, 1999 acknowledging the corporate acquisition of Compucare by QMDC, effective March 3, 1999, adding QMDC as a contractor under the Agreement, along with Compucare, and holding both QMDC and Compucare jointly and severally liable and responsible for any and all of the obligations, responsibilities and liabilities of Compucare.
- **Amendment Number Two** – Approved on December 7, 1999, extending the term of the Agreement through December 31, 2003, increasing the maximum County obligation, modifying the implementation of certain optional software modules and acquiring new modules including software licenses, installation and maintenance for these modules. Also, this amendment revised and updated hardware and software maintenance rates, and professional services labor rates.
- **Amendment Number Three** – Approved on December 4, 2001, containing various changes, principally to increase the maximum County obligation to \$27,464,093, adding a new application software module and operating software, and increasing funding for professional services pool hours for K/DMC.
- **Amendment Number Four** – Approved on March 26, 2003, adding standard County contract language regarding Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The proposed amendment, if authorized by your Board, would provide the following:

- **Purchase and installation of new system hardware and software.** Certain existing Data General system hardware and software, which is obsolete and no longer supported, would be upgraded with new IBM hardware and software.
- **Add a new subcontractor to support new system hardware and software.** Software Information Systems, Inc. (SIS), would be added to support this new hardware and software.
- **Increase professional services pool dollars and labor rates.** Pool dollars would be increased by \$362,640 to fund dedicated contract staff at K/DMC to support their HIS, and labor rates for these services have been amended to reflect cost-of-living adjustments.
- **Limitations on liability.** There are two primary limitations on Contractor's liability:
 - 1) An overall \$50 million cap on the Contractor's liability to County. DHS has agreed to these limitations because QMDC has proven to be a reliable vendor partner and has successfully implemented and supported the HIS at these facilities since 1989. Additionally, the remaining Agreement value for the extension period is significantly less than the limit.
 - 2) Exclusions for certain damages to the Contractor and applicable subcontractors for work performed in maintaining certain hardware and any problems caused by upgrade of the new system hardware and software. DHS believes their risk here is mitigated with respect to the new hardware and software by contract language requiring that acceptance and payment be contingent on successful completion of system reliability tests, thus reducing the likelihood for hidden defects capable of causing major failure.

Outside counsel has participated in negotiating and developing this amendment and believes the limit on liability is consistent with, if not higher than, the general marketplace, and is reasonable.

- **Support the continued implementation of certain software modules.** This would primarily support ongoing implementations of patient charting software modules at K/DMC.

Project Justification/Benefits:

Board approval of this amendment will ensure continued maintenance and enhancements to the core HIS, which maintains patient information and supports administrative/business and clinical care management, at each of these facilities. During the term of this Agreement Amendment, DHS intends to negotiate with QMDC and Compucare a new agreement to consolidate this Agreement with County Agreement Number 72190, which supports the HIS at Harbor-UCLA Medical Center (HUMC), Olive View-UCLA Medical Center (OVUMC) and Los Angeles County + University of Southern California Medical Center (LAC+USCMC).

Project Metrics

The HIS at these facilities have been successfully implemented and are largely in maintenance mode. Success is being measured by the successful maintenance and operation of the HIS and successful implementation of hardware and software upgrades identified in the amendment.

Impact If Proposal Is Not Approved

If the amendment is not approved, DHS facilities will be operating the HIS at these facilities without maintenance, and the hardware and software will not be upgraded to stay current with the Vendor's product. This would seriously jeopardize patient care and could result in liability issues for the County.

Alternatives Considered:

No alternative was considered. The alternative, operating the HIS with Vendor support or procuring a replacement HIS does not appear feasible at this time.

Project Risks:

There are two primary risks identified in the Amendment that deal with Contractor limitation of liability.

- 1) The limitation on Contractor liability for maintenance of antiquated Data General hardware in the DHS' environment. Under this Amendment, the Contractor is only obligated to "commercially reasonable" efforts with respect to this hardware and can cease providing maintenance on any item of hardware on 120 days notice.
- 2) The exclusion for certain damages (loss of use of data and loss of data) that may be caused by a failure of the new system hardware and software that would be added, as describe previously.

Risk Mitigation Measures:

To mitigate the risks described above, DHS has developed a plan with the Contractor that calls for the replacement of this obsolete hardware prior to any possible termination of maintenance services (within 120 days of the effective date of the Amendment or May 2004) of the hardware and software. With respect to other risk identified, DHS has a contractual requirement that acceptance and payment of the hardware and software be contingent on successful completion of system reliability tests, thus reducing the likelihood for hidden defects capable of causing major failure.

Financial Analysis:

This Amendment, if authorized by your Board, will increase the Contract sum by \$7,023,909 to a total of \$34,488,022. The Department indicates they have available appropriation to pay the annual cost of this amendment.

CIO Concerns:

None

CIO Recommendations:

We recommend your Board delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to sign this amendment.

CIO APPROVAL

Date Received: 11/21/03
Prepared by: [Signature]
Date: 11/26/03
Approved: [Signature]
Date: 11/26/2003

EXHIBIT I

AMENDMENT NUMBER FIVE TO

COUNTY AGREEMENT NUMBER 56649

BY AND AMONG

THE COUNTY OF LOS ANGELES

AND

THE COMPUCARE COMPANY

AND

QUADRAMED CORPORATION

FOR TURNKEY HOSPITAL INFORMATION SYSTEMS (HIS)

FOR

HIGH DESERT HOSPITAL

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

AND MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

DECEMBER, 2003

AMENDMENT NUMBER FIVE TO
AGREEMENT FOR TURNKEY HOSPITAL INFORMATION SYSTEMS
(COUNTY AGREEMENT NUMBER 56649)

This Amendment Number Five is entered into by and among the County of Los Angeles (hereafter "COUNTY") and The Compucare Company (hereafter sometimes "CC"), a Delaware corporation, and QuadraMed Corporation (hereafter sometimes "QMDC"), a Delaware corporation (hereafter CC and QMDC collectively referred to as "CONTRACTOR"), and amends that certain County Agreement Number 56649, dated January 27, 1997, and captioned "Agreement By and Between the County of Los Angeles and The Compucare Company for Turnkey Hospital Information Systems (HIS) for High Desert Hospital, Rancho Los Amigos Medical Center and Martin Luther King, Jr./Drew Medical Center," including Amendment Number One, dated June 29, 1999, Amendment Number Two, dated December 7, 1999, Amendment Number Three, dated December 4, 2001, and Amendment Number Four, dated March 26, 2003, (hereafter collectively "Agreement").

WHEREAS, CONTRACTOR has been installing, developing identified modifications for, and maintaining a Turnkey Hospital Information System (hereafter "System") for each of COUNTY's High Desert Hospital, Rancho Los Amigos National Rehabilitation Center and Martin Luther King, Jr./Drew Medical Center under the Agreement,

WHEREAS, CONTRACTOR and COUNTY desire to amend the Agreement to extend the term of the Agreement through December 31, 2005, to upgrade certain System Hardware and System Software, to approve a new subcontractor related to certain System Hardware and System Software, to add a \$50 million limitation on Contractor's liability to County and exclusions for certain damages, to increase rates for maintenance services and for professional services, to increase pool dollars for Martin Luther King, Jr./Drew Medical Center for professional services, to increase the Contract Sum, and to make various other changes to the Agreement; and

WHEREAS, during such extended term of the Agreement, CONTRACTOR and COUNTY intend to negotiate a new agreement to succeed this Agreement.

NOW, THEREFORE, pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement, CONTRACTOR and COUNTY hereby agree to amend the Agreement as follows:

1. Subparagraph 1.1 (Interpretation) of the body of the Agreement is amended to read:

"1.1 Interpretation:

Exhibits A, B, C, D, E, F, I, I-A, I-B, I-C, I-D, I-E, J, K, P and Q are attached to and form a part of this Agreement. Exhibits L, M, N and O as referenced below, are hereby incorporated herein by reference. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits according to the following priority:

1. Exhibit A - Statement of Work
2. Exhibit B - Schedule of Payments
3. Exhibit C - Project Schedule
4. Exhibit D - Schedule of Maintenance
5. Exhibit E - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
6. Exhibit F - CONTRACTOR's EEO Certification
7. Exhibit G - [INTENTIONALLY OMITTED]
8. Exhibit H - [INTENTIONALLY OMITTED]

9. Exhibit J - System Software License
10. Exhibit I - Required Subcontract Provisions
11. Exhibit I-A - Subcontract Between CONTRACTOR and EMC Corporation
12. Exhibit I-B - Subcontract Between CONTRACTOR and L Tech Network Services, Inc.
13. Exhibit I-C - Subcontract Between CONTRACTOR and InterSystems Corporation
14. Exhibit I-D - Subcontract Between CONTRACTOR and Software Information Systems, Inc.
15. Exhibit K - Optional Hardware/Optional Software/Optional Professional Services
16. Exhibit L - County of Los Angeles Agreement Number A51549 by and between County of Los Angeles and The Compucare Company for a Turnkey Hospital Information System (Harbor-UCLA Medical Center and Olive View-UCLA Medical Center) and County of Los Angeles Agreement Number A53813 by and between County of Los Angeles and The Compucare Company for a Turnkey Hospital Information System (LAC+USC Medical Center)
17. Exhibit M - County of Los Angeles Purchase Order Number R41610 by and between County of Los Angeles and The Compucare Company dated February 2, 1995 and any successor County Purchase Orders; County of Los Angeles Purchase Order Numbers R26383 (HDH & RLAMC) and R26384 (KDMC) by and between County of Los Angeles and The Compucare Company dated May 26, 1995 and any successor County Purchase Orders; County of Los Angeles Purchase Order Number Q18738-07568 (KDMC) by and between County of Los Angeles and The Compucare Company dated November 12, 1998 and any successor County Purchase Orders; and County of Los Angeles Purchase Order Number Q-41526 (RLAMC, HDH, KDMC) by and between County of Los Angeles and The Compucare Company dated May 6, 1999 and any successor County Purchases Orders.
18. Exhibit N - County of Los Angeles Agreement Number H-204704 by and between County of Los Angeles and The Compucare Company for Adaptation of Turnkey Hospital Information Systems (HIS) for High Desert Hospital, Rancho Los Amigos Medical Center, and Martin Luther King, Jr./Drew Medical Center
19. Exhibit O - County of Los Angeles Agreement Number H-206369 by and between County of Los Angeles and The Compucare Company for Adaptation of Turnkey Hospital Information Systems (HIS) for High Desert Hospital, Rancho Los Amigos Medical Center, and Martin Luther King, Jr./Drew Medical Center
20. Exhibit P - Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment)
21. Exhibit Q - Certain County Provisions"

2. Subparagraph 1.3.21 (Downtime) of the body of the Agreement is amended to read:

"1.3.21 Downtime:

As used herein, the term "Downtime" shall mean that period of time when any component of the System (excluding Third Party Software) functions incorrectly due to System Hardware or System Software Deficiencies and COUNTY's use of

such cannot be fully continued. Downtime credits to COUNTY shall be determined in accordance with the method described in Subparagraph 4.5.2 (Downtime Credits)."

3. Subparagraph 1.3.28 (HDH) of the body of the Agreement is amended to read:

"1.3.28 HDH:

As used herein, the term "HDH" shall mean COUNTY's High Desert Health System (formerly known as High Desert Hospital) and, for purposes of System Software licensing and work under Task 2 (Upgrade Communications Network at High Desert Hospital) of Exhibit A (Statement of Work) (and any other work agreed to in writing by CONTRACTOR's Project Director and COUNTY's Oversight Project Director to be extended to its remote satellite clinics), its then current remote satellite clinics, whether operated by COUNTY or by COUNTY's contractors."

4. Subparagraph 1.3.54 (System Software) of the body of the Agreement is amended to read:

"1.3.54 System Software:

As used herein, the term "System Software" shall mean all Operating Software, Third Party Software and Application Software supplied by CONTRACTOR pursuant to this Agreement. Reference to the System Software may include one or more components or modules thereof or all System Software in the System."

5. Subparagraph 1.3.59 (Third Party Software) is added to the body of the Agreement to read:

"1.3.59 Third Party Software:

As used herein, the term "Third Party Software" shall mean all the software and related documentation which are developed and owned by third parties and which are supplied by CONTRACTOR pursuant to this Agreement, all shown by footnote in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Reference to Third Party Software may include one or more components thereof or all Third Party Software in the System."

6. Subparagraph 2.2.1 of the body of the Agreement is amended to read:

"2.2.1 COUNTY's Project Directors for this Agreement shall be the following person or his/her designee:

For High Desert Health System:

Beryl Brooks
Cluster Administrator
44900 N. 60th Street West
Lancaster, CA 93536

For Rancho Los Amigos National Rehabilitation Center:

Consuelo Diaz
Chief Executive Officer
7601 E. Imperial Highway

Downey, CA 90242

For Martin Luther King, Jr./Drew Medical Center:

Willie May
Hospital Administrator
Chief Executive Officer
12021 Wilmington Avenue
Los Angeles, CA 90059"

7. Subparagraph 2.3.1 of the body of the Agreement is amended to read:

"2.3.1 COUNTY's Project Managers for this Agreement shall be the following person or his/her designee:

For High Desert Health System:

John Grant
Chief Information Officer
44900 N. 60th Street West
IS Trailer
Lancaster, CA 93536-7621

For Rancho Los Amigos National Rehabilitation Center:

Al Mateik
Project Manager
7601 E. Imperial Highway
SSA Building Rm 2185
Downey, CA 90242-3496

For Martin Luther King, Jr./Drew Medical Center:

Milton McClure
Project Manager
12021 Wilmington Avenue
Leroy Weekes Building, Room 212
Los Angeles, CA 90059-3019"

8. Subparagraph 2.6 (Approval of Work) of the body of the Agreement is amended to read:

"2.6 Approval of Work:

All tasks, subtasks, deliverables, goods, services, and other work provided by CONTRACTOR must have the written approval of COUNTY's Oversight Project Director. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. If System Software Support or Maintenance Services are being provided in accordance with Exhibit D (Schedule of Maintenance), then CONTRACTOR shall be compensated for such services in accordance with the terms and conditions of this Agreement upon presentation of invoices for Monthly System Software Maintenance Support Fees or for Monthly System Hardware Maintenance Support Fees in the amounts set forth in Exhibit D (Schedule of Maintenance), which invoices must conform with Subparagraph 8.1 (General) of this Agreement."

9. Subparagraph 3.2.1 of the body of the Agreement is amended to read:

"3.2.1 CONTRACTOR's Project Manager shall be the following person who shall be a full-time employee of CONTRACTOR:

For High Desert Health System:

Daniel R. Campos
The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618-2930

For Rancho Los Amigos National Rehabilitation Center:

Daniel R. Campos
The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618-2930

For Martin Luther King, Jr./Drew Medical Center:

Daniel R. Campos
The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618-2930"

10. Subparagraph 3.3 (Approval of CONTRACTOR's Staff) of the body of the Agreement is amended to read:

"3.3 Approval of CONTRACTOR's Staff:

COUNTY has the absolute right to approve or disapprove each member or proposed member of CONTRACTOR's staff prior to, and during, his performing work hereunder and prior to any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Project Director and Project Manager. CONTRACTOR shall provide COUNTY with a resume of each proposed initial staff member and proposed substitute and an opportunity to interview such person prior to his performing any work hereunder.

COUNTY's Oversight Project Director will approve or disapprove CONTRACTOR's initial and any proposed substitute of CONTRACTOR's Project Director or Project Manager. COUNTY's Project Director will approve or disapprove CONTRACTOR's initial and any proposed substitute of CONTRACTOR's Application Project Leaders and on-site and off-site support staff members.

CONTRACTOR shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

CONTRACTOR shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including, without limitation, as required to comply with the Work Plans.

In the event CONTRACTOR should ever need to remove any staff from performing services under this Agreement, CONTRACTOR shall provide

COUNTY with adequate notice and work on a mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

All CONTRACTOR staff shall satisfy the applicable minimum qualifications as set forth in Attachment N (Contractor Staff) to Exhibit A (Statement of Work) or as mutually agreed to by CONTRACTOR and COUNTY's Oversight Project Director.

COUNTY's Project Director may request that a CONTRACTOR employee be removed for "cause" as reasonably determined by COUNTY's Project Director, which shall include: (i) gross negligence, (ii) inattention to or substandard performance of the duties and responsibilities of employment, (iii) excessive unexcused absences from work, (iv) insubordination, (v) violation of COUNTY's established policies and procedures, and/or (vi) conduct amounting to fraud or dishonesty. When COUNTY's Project Director requests that a CONTRACTOR employee be removed for cause, COUNTY's Project Director shall specify in writing the acts or conduct constituting such cause. Any CONTRACTOR employee so requested to be removed shall be replaced by CONTRACTOR as soon as possible by another employee of CONTRACTOR having comparable skills, training, and experience."

11. Subparagraph 4.1 (General) of the body of the Agreement is amended to read:

"4.1 General:

Pursuant to the provisions of this Agreement, CONTRACTOR shall fully provide, complete, and deliver on time all tasks, subtasks, deliverables, goods, services, and other work as set forth in this Agreement. To the extent that (a) CONTRACTOR's obligations under the foregoing sentence are dependent upon any tasks or responsibilities assigned to COUNTY under this Agreement, and (b) COUNTY fails to perform or delays performance of such COUNTY tasks or responsibilities, then if CONTRACTOR has complied with Paragraph 36 (Notice of Delays), CONTRACTOR shall be relieved of its obligations under the foregoing sentence solely to the extent that, and for the duration that, CONTRACTOR is unable to provide, complete and deliver such tasks, subtasks, deliverables, goods, services, and other work due to COUNTY's non-performance or delay.

COUNTY shall have the following general responsibilities: (i) COUNTY shall endeavor reasonably to provide all requested approvals/denials, acceptances/rejections and notices in a timely manner, (ii) COUNTY shall endeavor reasonably to make its personnel reasonably available to CONTRACTOR for the resolution of issues arising under this Agreement in a timely manner, and (iii) COUNTY shall endeavor reasonably to provide CONTRACTOR with all information reasonably requested by CONTRACTOR in a timely manner.

Nothing in this Subparagraph 4.1 shall limit CONTRACTOR's obligation to provide COUNTY a notice of delay pursuant to Paragraph 36 (Notice of Delays) or alter the dispute resolution procedure set forth in Paragraph 51 (Dispute Resolution Procedure)."

12. Subparagraph 4.2 (Unapproved Work) of the body of the Agreement is amended to read:

"4.2 Unapproved Work:

If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or

other work to COUNTY other than those specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim whatsoever against COUNTY therefor, unless or until such work is approved by COUNTY's Project Director in accordance with this Agreement. Notwithstanding the preceding sentence, if CONTRACTOR delivers or provides to COUNTY an item of hardware, or other tangible good, that is not required or requested by COUNTY under this Agreement, COUNTY will return such good to CONTRACTOR or to CONTRACTOR's designee, at CONTRACTOR's cost and expense."

13. Subparagraph 4.5.2 (Downtime Credits) of the body of the Agreement is amended to read:

"4.5.2 Downtime Credits:

For each COUNTY Facility, during each maintenance period, as described in Section I (System Software Maintenance), Paragraph B (Term) and Section II (System Hardware Maintenance), Paragraph B (Term) of Exhibit D (Schedule of Maintenance), COUNTY shall be entitled to Downtime credits in the event Downtime occurs, as initially determined by COUNTY but subject to the provisions of Paragraph 51 (Dispute Resolution Procedure), for any System Hardware or System Software component (excluding Third Party) for which CONTRACTOR is providing maintenance services for a period of four (4) or more consecutive hours or for a total of six (6) or more hours during any twenty-four (24) hour period. For each such four (4) consecutive hour period, or for each such six (6) of twenty-four (24) hour period, COUNTY shall be entitled to a one (1) day Downtime credit in the amount of one-thirtieth (1/30th) of the applicable Monthly System Software Maintenance Support Fees or Monthly System Hardware Maintenance Support Fees specified in Exhibit D (Schedule of Maintenance) for all System Hardware components and/or System Software components (excluding Third Party Software) as determined by COUNTY, provided that Downtime credits shall not exceed seventy-five percent (75%) of such applicable Monthly Maintenance Support Fees.

If Downtime results from use of the System by COUNTY contrary to instructions provided by CONTRACTOR, COUNTY shall not be entitled to any Downtime credits for the affected System components or such period of misuse, provided that CONTRACTOR shall notify COUNTY, in writing, of the details of the alleged misuse within five (5) days of CONTRACTOR's discovery of the alleged misuse. COUNTY shall review such alleged misuse and shall notify CONTRACTOR in writing, within five (5) days, of COUNTY's agreement or disagreement with CONTRACTOR's allegation(s). In the event COUNTY disagrees with CONTRACTOR's allegation(s) of misuse, COUNTY shall be entitled to Downtime credits to reduce any amounts due to CONTRACTOR, subject to any adjustment following compliance with the provisions of Paragraph 51 (Dispute Resolution Procedure).

Downtime credits shall not be issued for Downtime occurring during mutually agreed scheduled or planned remedial or preventive maintenance for System Hardware or System Software. COUNTY shall not unreasonably delay performance of remedial or preventive maintenance for System Hardware or System Software."

14. Paragraph 5 (Term) of the body of the Agreement is amended to read:

"5 TERM:

The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2005, unless sooner terminated, in whole or in part, as provided in this Agreement.

Notwithstanding any other provision of this Agreement, the term of the license granted by CONTRACTOR to COUNTY regarding the System Software shall be as provided in Exhibit J (System Software License)."

15. Subparagraph 7.1 (General) of the body of the Agreement is amended to read:

"7.1 General:

The Contract Sum under this Agreement shall be the total monetary amount payable by COUNTY to CONTRACTOR for supplying all the tasks, subtasks, deliverables, goods, services, and other work specified under this Agreement. All work completed by CONTRACTOR must be approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work. The Contract Sum for this Agreement, including all applicable taxes and transportation charges, authorized by COUNTY hereunder shall not exceed Thirty-Four Million Four Hundred Eighty-Eight Thousand and Two Dollars (\$34,488,002). Notwithstanding such limitation of funds, CONTRACTOR shall satisfactorily perform and complete all work specified in this Agreement."

16. Subparagraph 7.3 (COUNTY's Obligation in Future Fiscal Years) of the body of the Agreement is amended to read:

"7.3 COUNTY's Obligation in Future Fiscal Years:

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated, which termination shall be considered a termination for convenience by COUNTY pursuant to Paragraph 33 (Termination for Convenience). COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date, which notice shall include a stop work order."

17. Subparagraph 8.1 (General) of the body of the Agreement is amended to read:

"8.1 General:

CONTRACTOR shall invoice COUNTY for all tasks, subtasks, deliverables, goods, services, and other work which are specified in Exhibits A (Statement of Work), B (Schedule of Payments), and D (Schedule of Maintenance) and which have been provided by CONTRACTOR and approved in writing by COUNTY. All invoices shall be subject to COUNTY's written approval pursuant to Subparagraph 2.7 (Approval of Invoices). CONTRACTOR shall prepare invoices which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Agreement. CONTRACTOR's payments shall be as provided in Exhibits B (Schedule of Payments) and D (Schedule of Maintenance). All invoices under this Agreement shall be submitted to the following addresses as applicable:

For High Desert Health System:

John Grant
Chief Information Officer
44900 N. 60th Street West
IS Trailer
Lancaster, CA 93536-7621

For Rancho Los Amigos National Rehabilitation Center:

Al Mateik
Project Manager
7601 E. Imperial Highway
Building 800 East Annex
Downey, CA 90242-3496

For Martin Luther King, Jr./Drew Medical Center:

Milton McClure
Project Manager
1201 Wilmington Avenue
Leroy Weeks Building, Room 212
Los Angeles, CA 90059-3019

and to such additional addresses as may be directed in writing from time to time by COUNTY's Oversight Project Director."

18. Subparagraph 8.3 (Sales/Use Tax) of the body of the Agreement is amended to read:

"8.3 Sales/Use Tax:

The Contract Sum listed in Paragraph 7 (Contract Sum) includes amounts necessary for COUNTY to reimburse CONTRACTOR for all applicable California sales/use tax only on System Hardware components (including installation), Baseline Application Software components, Operating Software components, Third Party Software components, Communications Network hardware and software components, Optional Hardware components, and Optional Software components procured by COUNTY pursuant to this Agreement. All California sales/use tax shall be paid directly by CONTRACTOR to the State. CONTRACTOR shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless COUNTY from, any and all other sales/use tax on all other items (including, without limitation, Custom Programming Modifications, installation, etc.) and shall pay such tax directly to the State."

19. Subparagraph 8.4 (COUNTY's Right to Withhold Payment) of the body of the Agreement is amended to read:

"8.4 COUNTY's Right to Withhold Payment:

Notwithstanding any other provision of this Agreement, COUNTY may upon written notice to CONTRACTOR withhold payment for any Deliverable applicable to a particular COUNTY Facility while CONTRACTOR is in default hereunder with respect to such COUNTY Facility. COUNTY's right to withhold payment shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY

or CONTRACTOR's rights to assert such claims pursuant to Paragraph 51 (Dispute Resolution Procedure)."

20. Subparagraph 10.1 of the body of the Agreement is amended to read:

- "10.1 CONTRACTOR hereby warrants to COUNTY that the Application Software modules, Operating Software components, Third Party Software, and System Hardware components provided hereunder shall perform as set forth in this Paragraph 10 and elsewhere in this Agreement for the periods described as follows:
- A. For each Application Software module, CONTRACTOR's warranty shall commence upon COUNTY's written approval of Deliverable 5.1 (Application Software Modules and Certain Operating Software Delivery, Installation and Integration) of Exhibit A (Statement of Work). For each Application Software module, such warranty shall continue for twelve (12) months thereafter.
 - B. For each of HDH and RLAMC, for each Application Software module subject to warranty under the Second Adaptation Agreement, CONTRACTOR's warranty commenced on September 1, 1996 and shall continue for ten (10) months thereafter through June 30, 1997.
 - C. For each component of System Hardware and each component of Operating Software Associated with System Hardware listed in Subsection B.1 (Operating Software Associated with System Hardware) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), CONTRACTOR's warranty shall commence upon COUNTY's written approval of Deliverable 3.2 (Certification of Diagnostic Testing of System Hardware) or Deliverable 19.2 (Certification of Diagnostic Testing of New System Hardware) as applicable, of Exhibit A (Statement of Work) and shall continue for twelve (12) months thereafter.
 - D. For each component of Operating Software Associated with Application Software (not including SQL Connect (SC)) listed in Subsection B.2 (Operating Software Associated with Application Software) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), CONTRACTOR's warranty shall commence upon COUNTY's written approval of Subdeliverable 5.1.1 (Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Admission/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)) of Exhibit A (Statement of Work) and shall continue for twelve (12) months thereafter.
 - E. For each component of Operating Software Acquired Under An Unlimited User License listed in Subsection B.3 (Operating Software Acquired Under An Unlimited User License) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), and for SQL Connect (SC) listed in Subsection B.2 (Operating Software Associated with Application Software) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A

(Statement of Work), CONTRACTOR's warranty shall commence upon COUNTY's written approval of Subdeliverable 5.1.7 (Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)) of Exhibit A (Statement of Work) and shall continue for twelve (12) months thereafter.

- F. For each component of Third Party Software, CONTRACTOR's warranty shall commence and shall continue as provided in the manufacturer's warranty, which CONTRACTOR shall assign and pass through to COUNTY without further responsibility, as provided in Paragraph 48 (Warranty Pass-Through).

The warranty periods for Application Software modules, System Hardware components, Operating Software components, and Third Party Software components described in this Paragraph 10 shall hereafter be referred to collectively as "Warranty Period(s)".

Certain Test Hardware is maintained by CONTRACTOR under County Agreement Number A51549 (HUMC & OVUMC) and any successor agreements or purchase orders.

Each Communications Network hardware component and Communications Network software component shall carry and be subject to the manufacturer's warranty and license (if applicable) which CONTRACTOR shall assign and pass through to COUNTY without further responsibility.

The Application Software modules, Operating Software components, System Hardware components, and Interfaces shall perform as an integrated whole and in each part in accordance with the Specifications."

21. Subparagraph 10.2 of the body of the Agreement is amended to read:

"10.2 CONTRACTOR's warranty services shall be provided twenty-four (24) hours per day, seven (7) days per week.

- A. For any material Deficiency, on receipt of notice from COUNTY, CONTRACTOR shall commence corrective action within four (4) hours. CONTRACTOR shall correct, or if it is not technically feasible to correct, shall provide an alternate solution for, promptly, but in no event later than eight (8) hours of such notice, any and all Deficiencies in the warranted System Software (excluding Third Party Software), System Hardware, and related Interfaces provided pursuant to this Agreement. In the event that CONTRACTOR fails to correct, or to provide an alternative solution acceptable to COUNTY, for any Deficiency within such eight (8) hour period, CONTRACTOR shall provide COUNTY with a detailed explanation of the status of the problem(s) and corrective action(s) taken as well as detailed plan(s) for resolution of the problem(s). The correction of any such Deficiencies shall be at no cost to COUNTY.
- B. For any non-material Deficiency, on receipt of notice from COUNTY, CONTRACTOR shall correct, or if it is not technically feasible to correct, shall provide an alternate solution for, promptly, but in no event later than fourteen (14) days of such notice, any and all Deficiencies in the warranted System Software (excluding Third Party Software), System Hardware, and related Interfaces provided pursuant to this Agreement. In the event that CONTRACTOR fails to correct, or to provide an

alternative solution acceptable to COUNTY, for any Deficiency within such fourteen (14) day period, CONTRACTOR shall provide COUNTY with a detailed explanation of the status of the problem(s) and corrective action(s) taken as well as detailed plan(s) for resolution of the problem(s). The correction of any such Deficiencies shall be at no cost to COUNTY."

22. Subparagraph 10.3(E) of the body of the Agreement is amended to read

"10.3.E All hardware and software provided under this Agreement (excluding Third Party Software) shall perform according to the requirements set forth in Exhibit A (Statement of Work). Without limitation of the foregoing, all System Software (excluding Third Party Software) provided or identified hereunder shall operate and conform to all performance capabilities, specifications, functions and industry standards applicable to professional software design operations, and shall be free from all Deficiencies, as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure)."

23. Subparagraph 10.3(H) of the body of the Agreement is amended to read

"10.3H CONTRACTOR represents and shall assure that the functioning of the System Software (excluding Third Party Software) shall not be adversely affected by the date change of January 1, 2000."

24. Subparagraph 10.4(B) of the body of the Agreement is amended to read:

"10.4.B During the Warranty Period, all System Software, excluding Third Party Software, procured under this Agreement shall operate and conform to all Specifications. Further, during the Warranty Period, all such System Software, excluding Third Party Software, provided hereunder shall be free from all significant programming errors and defects in workmanship and materials, as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure). During the Warranty Period, all Third Party Software which is (a) recommended by CONTRACTOR for the use in the System, and (b) procured under this Agreement after the effective date of Amendment Number Five, shall be "Compatible" with both: (i) the then-current installed, including installed in a production use or test environment, version of the System; and (ii) any Enhancements (as described in Exhibit D (Schedule of Maintenance)) that are scheduled to be installed, or are installed in a production use or test environment, at the time Third Party Software is procured (for purposes of this Subparagraph 10.4B, the "Scheduled Enhancements"). CONTRACTOR shall remedy, at no cost to COUNTY, any failure of the Third Party Software to achieve or maintain Compatibility with the System and Scheduled Enhancements. As used in this Subparagraph 10.4B, "Compatible" or "Compatibility" means that the applicable Third Party Software is capable of supporting, operating, integrating and otherwise performing all such Third Party Software anticipated functions, as mutually agreed upon by the parties, when used in conjunction with, or as a component of, such versions of the System or Scheduled Enhancements, and when installed and used in accordance with the Specifications applicable to such Third Party Software. Notwithstanding the foregoing provisions of this Subparagraph 10.4B, no Third Party Software shall be deemed not "Compatible" if: (1) the functional failure of the Third Party Software exists independent of its use in conjunction with, or as a component of, the System, and (2) such functional failure was not capable of being known to CONTRACTOR prior to installation of such Third Party Software by CONTRACTOR's exercise of reasonable diligence."

25. Subparagraph 10.5 of the body of the Agreement is amended to read:

"10.5 In the event of any System Software, excluding Third Party Software, or System Hardware Deficiency, as determined by COUNTY's Project Manager, COUNTY's Project Manager will notify CONTRACTOR of the problem(s) within three (3) working days, but failure by COUNTY to notify CONTRACTOR within such time period shall not affect CONTRACTOR's warranty obligations under this Agreement. CONTRACTOR shall undertake corrective action under Subparagraph 10.6 within the applicable time specified in Subparagraph 10.2. If such notice to CONTRACTOR is given orally, COUNTY shall also provide written confirmation of such warranty service request to CONTRACTOR within ten (10) days of such oral notification. CONTRACTOR's response time shall not be stayed pending receipt of COUNTY's written confirmation."

26. Subparagraph 10.6 of the body of the Agreement is amended to read:

"10.6 CONTRACTOR further warrants that during the Warranty Period, CONTRACTOR shall at no cost to COUNTY:

- A. Repair or de-install and replace the System Hardware, or any part thereof, which fails to function according to Specifications as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure).
- B. Correct any and all Deficiencies in the System Software, excluding Third Party Software, as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure), including, but not limited to, supplying COUNTY with corrective codes and making such additions, modifications, or adjustments to the System Software, excluding Third Party Software, as may be necessary to keep it operating in conformance with Specifications.
- C. Correct any and all Deficiencies in any services provided hereunder as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure)."

27. Subparagraph 10.9 (Operating Software and Third Party Software) of the body of the Agreement is amended to read:

"10.9 Operating Software and Third Party Software:

CONTRACTOR represents and warrants that it does not modify, nor does CONTRACTOR have any intent or need to modify, Operating Software or Third Party Software in order for the System to fully perform in accordance with all requirements of this Agreement. CONTRACTOR represents and warrants that it does not have any license or other right to modify Operating Software or Third Party Software and that Operating Software and Third Party Software shall be provided to COUNTY in the same unmodified form as received by CONTRACTOR from the applicable third party, and COUNTY shall not have the right to modify Operating Software or Third Party Software. CONTRACTOR represents and warrants that Operating Software and Third Party Software shall fully satisfy all requirements of this Agreement without the need for any modification by CONTRACTOR or otherwise.

In the event it becomes necessary to modify Operating Software to satisfy any of

the requirements of this Agreement, CONTRACTOR shall promptly, at no cost to COUNTY, either: (1) obtain a license from the appropriate third party which shall enable CONTRACTOR to modify such Operating Software, and CONTRACTOR shall provide all necessary modifications or (2) to the extent that CONTRACTOR is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in COUNTY's reasonable determination, in lieu of modifying such Operating Software.

If COUNTY exercises its option to terminate this Agreement for convenience pursuant to Paragraph 33 (Termination for Convenience), the obligations of CONTRACTOR as set forth in this Subparagraph 10.9 shall be null and void."

28. Subparagraph 10.10 of the body of the Agreement is amended to read:

"10.10 THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CONTRACTOR HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF: (a) MERCHANTABILITY; (b) FITNESS FOR A PARTICULAR PURPOSE; (c) TITLE; AND (d) NON-INFRINGEMENT."

29. Subparagraph 10.11 is added to the body of the Agreement to read:

"10.11 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL CONTRACTOR HAVE, WITH REGARD TO ANY BREACH(ES) BY CONTRACTOR OR ITS SUBCONTRACTORS, OTHER THAN SUBCONTRACTORS COVERED BY SUBPARAGRAPH 16.14, OF ANY OBLIGATIONS WHICH ARE SUBCONTRACTED BY CONTRACTOR TO ANY SUBCONTRACTOR(S) IN ACCORDANCE WITH THIS AGREEMENT, ANY LIABILITY OF ANY KIND OR NATURE TO COUNTY UNDER THIS AGREEMENT OR UNDER ANY SUCH SUBCONTRACTOR AGREEMENT IN EXCESS OF THE LIABILITY WHICH COUNTY SUBCONTRACTORS HAVE TO COUNTY UNDER THEIR RESPECTIVE SUBCONTRACT AGREEMENTS, WHICH LIABILITY LIMITATION SHALL INCLUDE, WITHOUT LIMITATION, ANY SUBCONTRACTOR LIMITATIONS OR EXCLUSIONS FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, AS WELL AS ANY MONETARY OR OTHER CAPS OR LIMITATIONS ON LIABILITY. "

30. Subparagraph 10.12 is added to the body of the Agreement to read:

"10.12 EXCEPT IN CONNECTION WITH CONTRACTOR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY TO COUNTY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO CONTRACTOR'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000). "

31. Subparagraph 11.1 (System Hardware) of the body of the Agreement is amended to read:

"11.1 System Hardware:

COUNTY shall own all System Hardware as installed at COUNTY Facilities in accordance with Exhibit A (Statement of Work). Title to each component of the System Hardware shall automatically transfer from CONTRACTOR to COUNTY upon COUNTY's written approval of, and COUNTY's full payment of, the invoice under Deliverable 10.1 (Successfully Complete System Reliability Test (Reliability Test)) or Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) for New System Hardware), as applicable, of Exhibit A (Statement of Work) covering the particular System Hardware component. CONTRACTOR warrants to COUNTY that each component of System Hardware to be provided to COUNTY hereunder shall be owned by CONTRACTOR and, upon date of title transfer to COUNTY, such System Hardware component shall be free and clear of all liens and encumbrances. CONTRACTOR further warrants to COUNTY that upon full payment by COUNTY for any component of System Hardware, such System Hardware component shall be owned by COUNTY. Nothing contained herein shall preclude COUNTY from making a collateral pledge of, or directing CONTRACTOR to transfer legal title to, one or more items of System Hardware to Los Angeles County Capital Assets Leasing, if required by the terms of any existing agreement binding on COUNTY."

32. Subparagraph 11.2.3 (Third Party Software) is added to the body of the Agreement to read:

"11.2.3 Third Party Software:

Title to any Third Party Software provided to COUNTY pursuant to this Agreement shall remain with the titleholder, and CONTRACTOR shall obtain a license which shall enable COUNTY to use the Third Party Software pursuant to the terms of Exhibit J (System Software License)."

33. Subparagraph 16.1 of the body of the Agreement is amended to read:

"16.1 No performance of this Agreement, or any portion thereof, shall be subcontracted by CONTRACTOR without the prior written consent of COUNTY as provided in this Paragraph 16. Any attempt by CONTRACTOR to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of COUNTY, shall be null and void and shall constitute a material breach of this Agreement. In the event of any such breach by CONTRACTOR, this Agreement may be terminated immediately by COUNTY. COUNTY hereby consents to the proposed subcontract between CONTRACTOR and Data General Corporation in the form set forth in Exhibit I-A (Subcontract Between CONTRACTOR and EMC Corporation). COUNTY hereby consents to the proposed subcontract between CONTRACTOR and L Tech Network Services, Inc. in the form set forth in Exhibit I-B (Subcontract Between CONTRACTOR and L Tech Network Services, Inc.). COUNTY hereby consents to the proposed subcontract between CONTRACTOR and InterSystems Corporation in the form set forth in Exhibit I-C (Subcontract Between CONTRACTOR and InterSystems Corporation). COUNTY hereby consents to the proposed subcontract between CONTRACTOR and Software Information Systems, Inc. in the form set forth in Exhibit I-D (Subcontract Between CONTRACTOR and Software Information Systems, Inc.)."

34. Subparagraph 16.2 of the body of the Agreement is amended to read:

"16.2 If CONTRACTOR desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, CONTRACTOR shall make a written request to COUNTY for written approval to enter into the particular subcontract. CONTRACTOR's request to COUNTY shall include:

- A. The reason(s) for the particular subcontract.
- B. A detailed description of the work to be performed by the proposed Subcontractor.
- C. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected.
- D. A draft copy of the proposed subcontract which shall contain, at a minimum, the provisions set forth in Exhibit I (Required Subcontract Provisions), including Exhibits 1, 2, 3, 4, and 5 thereto. The provisions of Exhibit I (Required Subcontract Provisions) may be changed only with the prior written approval of the Director.
- E. A Certificate of Insurance and Performance Bond from the proposed Subcontractor which establishes that the Subcontractor maintains all the programs of insurance and performance bond required by Exhibit I (Required Subcontract Provisions).
- F. Any other information and/or certifications requested by COUNTY."

35. Subparagraph 16.4 of the body of the Agreement is amended to read:

"16.4 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, liabilities, damages, costs, and expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to CONTRACTOR's use of any Subcontractor, including any officers, employees, or agents of any Subcontractor, to provide goods or services to COUNTY under this Agreement, in the same manner as required for CONTRACTOR, its officers, employees, and agents, under this Agreement."

36. Subparagraph 16.7 of the body of the Agreement is amended to read:

"16.7 In the event that COUNTY consents to any subcontracting, such consent shall be subject to COUNTY's right to terminate, in whole or in part, any subcontract at any time, when such action is deemed by COUNTY to be in its best interest. Termination of a particular subcontract, or any goods, services or other work hereunder, shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of goods, services or other work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be set forth in the notice of termination. Such effective date of termination shall be no sooner than (i) notwithstanding clause (ii) or (iii) below, the end of the notice period to which the relevant Subcontractor is entitled prior to any termination for convenience under the terms and conditions of the relevant subcontract with such Subcontractor, provided COUNTY has consented to such Subcontractor, (ii) ninety (90) days after the date of such notice, if for termination of Maintenance Services or System Software Support, or (iii) thirty (30) days after the date of such notice if (a) for termination of other than Maintenance Services or System Software Support, or (b) for termination of goods, services or other work resulting from the closure of a COUNTY Facility. Notwithstanding anything herein to the contrary, if COUNTY terminates this Agreement in its entirety, the date upon which a termination of any subcontract is effective shall be coterminous with the termination of this Agreement. COUNTY shall not be liable or responsible in any way to CONTRACTOR, to any Subcontractor, or to any officers, employees, or

agents of CONTRACTOR or any Subcontractor, for any liability, damages, costs, or expenses arising from or related to COUNTY's exercise of such right."

37. Subparagraph 16.14 is added to the body of the Agreement to read:

"16.14 Notwithstanding any other provision of this Paragraph 16, the provisions of Subparagraphs 16.1, 16.2, 16.3, 16.7, 16.8, 16.9, 16.12, and 16.13, shall not apply to any Subcontractor who meets all four of the following criteria with respect to all services and goods provided by such Subcontractor in connection with this Agreement: (i) the Subcontractor does not fill a position of any key personnel (as determined in the sole judgment of COUNTY's Project Director); (ii) under the particular subcontract, the Subcontractor does not provide more than Fifty Thousand Dollars (\$50,000) in aggregate goods and services per twelve (12) month period; (iii) the Subcontractor has been advised by CONTRACTOR of Subcontractor's obligation to comply with COUNTY's requirements and guidelines regarding the provisions set forth in Exhibit Q (Certain County Provisions); and (iv) the Subcontractor has been provided by CONTRACTOR with a document setting forth the text set forth in Exhibit Q (Certain County Provisions) which document shall be executed by such Subcontractor and CONTRACTOR provided by CONTRACTOR to COUNTY's Project Director.

In addition, in the case of any such Subcontractor whose personnel may be present on any COUNTY premises, COUNTY shall have the right, in its sole discretion, to disapprove any and all such Subcontractor personnel. CONTRACTOR shall assure that: (i) any Subcontractor personnel disapproved by COUNTY is immediately removed from COUNTY premises and is thereafter excluded from returning to any COUNTY premises in furtherance of this Agreement; and (ii) any other action reasonably requested by COUNTY with respect to such Subcontractor personnel is taken. COUNTY shall not be liable or responsible in any way to CONTRACTOR, to any Subcontractor, or to any officers, employees, or agents of CONTRACTOR or any Subcontractor, for any claims, demands, damages, liabilities, losses, costs, or expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to COUNTY's exercise of such rights."

38. Subparagraph 17.1 of the body of the Agreement is amended to read:

"17.1 Indemnification:

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY and its elected and appointed officers, employees, and agents (hereafter for purposes of this Paragraph 17 "COUNTY") from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, in any way arising from or related to third party claims and lawsuits for damages of any nature whatsoever, including, but not limited, to bodily injury, death, personal injury, or property damage arising from or related to CONTRACTOR, CONTRACTOR's agents', employees' or Subcontractors' acts or omissions in the performance of services or provision of products hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by any person on behalf of CONTRACTOR, CONTRACTOR's agents, employees or Subcontractors pursuant to this Agreement.

COUNTY acknowledges that CONTRACTOR is not a professional healthcare provider, but is rather providing information processing services and related

goods to COUNTY in connection with the COUNTY's provision of professional healthcare services."

39. Subparagraph 17.2.1 (C) is added to the body of the Agreement to read:

"17.2.1(C) Intellectual property insurance covering any actual or alleged infringement of any copyright, or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1 million per occurrence. If this insurance is written on a claims made form, CONTRACTOR shall either (a) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (b) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, whichever is longer or (c) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement."

40. Subparagraph 20.2 of the body of the Agreement is amended to read:

"20.2 Upon request of COUNTY, CONTRACTOR shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in, COUNTY, all CONTRACTOR's right, title, and interest in and to the Materials developed under this Agreement, including, but not limited to, all copyrights, patents, and trade secret rights. COUNTY shall have the right to register all copyrights and patents in the name of the County of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all of COUNTY's right, title and interest, including but not limited to, copyrights and patents, in and to the Materials developed under this Agreement."

41. Subparagraph 20.7 of the body of the Agreement is amended to read:

"20.7 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential Materials and software are safeguarded and held in confidence. COUNTY agrees not to reproduce, distribute, or disclose to non-COUNTY entities (other than outside counsel or consultants acting solely in a consulting capacity and subject to non-disclosure agreements restricting the use of such disclosures to use for the benefit of COUNTY) any such Materials or software without the prior written permission of CONTRACTOR or as required by law or pursuant to Paragraph 51 (Dispute Resolution Procedure)."

42. Subparagraph 20.11 of the body of the Agreement is amended to read:

"20.11 The provisions of Subparagraphs 20.7, 20.8, 20.9, and 20.10 shall survive the expiration or termination of this Agreement."

43. Paragraph 21 of the body of the Agreement is amended to read:

"21. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:
CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any third party claims or demands for or by reason of any actual or alleged infringement of any United States patent or United States copyright, or

any actual or alleged trade secret disclosure or misappropriation, arising from or related to the System Software (excluding Third Party Software) or the operation and utilization of CONTRACTOR's work as permitted under this Agreement. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 21 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as required by law and this Agreement, COUNTY shall be entitled to reimbursement for all such costs and expenses.

Without limiting the foregoing, if so requested by COUNTY, CONTRACTOR shall, at no cost to COUNTY, either: (1) obtain a license for COUNTY to use all elements of the System from any person or entity found to have been damaged by any such infringement, disclosure, or misappropriation or (2) to the extent it is unable to obtain such a license, provide to COUNTY products functionally equivalent, in COUNTY's reasonable determination, to such elements.

Upon COUNTY's receipt of any functionally equivalent products under subsection (2) of the preceding paragraph, COUNTY shall immediately cease all use of such infringing elements."

44. Paragraph 27 of the body of the Agreement is amended to read:

"27. WAIVER:

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. Except as expressly set forth herein, the rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Without limitation of the foregoing, COUNTY may deduct from amounts otherwise payable to CONTRACTOR hereunder COUNTY's damages for CONTRACTOR's breach of any provision hereof. The preceding sentence is intended only as a clarification of COUNTY's remedies in the event of breach, and shall not be deemed to impair any claims that CONTRACTOR may have against COUNTY or CONTRACTOR's rights to assert such claims pursuant to Paragraph 51 (Dispute Resolution Procedure)."

45. Subparagraph 32.1 of the body of the Agreement is amended to read:

"32.1 COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, or any goods, services or other work in whole or in part required hereunder, in any one of the following circumstances:

- A. If CONTRACTOR fails to perform or provide any task, subtask, deliverable, goods, service, or other work within the times specified in this Agreement or any authorized extensions thereof and does not cure such failure within a period of thirty (30) days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure; or
- B. If CONTRACTOR fails to perform or comply with any of the other

provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of thirty (30) days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure, except that CONTRACTOR shall not be entitled to any cure period, and COUNTY may terminate immediately in the event that CONTRACTOR's failure to perform or comply is not reasonably capable of being cured. If, pursuant to the preceding sentence, COUNTY has terminated this Agreement without providing a cure period, and subsequently a final and binding determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 33 (Termination for Convenience). For purposes of this Subparagraph 32.1, late performances shall be deemed cured if full performance is rendered during the cure period described above."

46. Subparagraph 32.2 of the body of the Agreement is amended to read:

- "32.2 In the event that COUNTY terminates this Agreement in whole or in part as provided in Paragraph 31 (Termination for Insolvency) or this Paragraph 32, then:
- A. COUNTY shall have the right, only for COUNTY's internal business purposes and to the extent necessary to continue operations, to continued use of all source (except for Operating Software and Third Party Software) and object code versions of the System Software and related documentation pursuant to this Paragraph 32 and the terms of Exhibit J (System Software License), for the remainder of the term of the System Software License, and COUNTY shall have the right to allow its employees and contractors to utilize all such source (except for Operating Software and Third Party Software) and object code versions and related documentation, provided that COUNTY's employees and contractors, if granted access to such materials by COUNTY, shall execute nondisclosure agreements regarding such materials and such agreements shall be subject to the reasonable approval of COUNTY consistent with this Agreement; and
 - B. COUNTY shall have the right, only for COUNTY's internal business purposes, to modify all source and object code versions of the Application Software, Operating Software owned by CONTRACTOR, and related documentation pursuant to this Paragraph 32 and the terms of Exhibit J (System Software License), for the remainder of the term of the Application Software License and Operating Software License and COUNTY shall have the right to allow its employees and contractors to utilize all such source and object code versions and related documentation, provided that COUNTY's employees and contractors, if granted access to such materials by COUNTY, shall execute nondisclosure agreements regarding such materials and such agreements shall be subject to the reasonable approval of COUNTY consistent with this Agreement; and
 - C. COUNTY shall have the right to procure, upon such terms and in such a manner as COUNTY may deem appropriate, goods, services, and other work, similar to those so terminated, and CONTRACTOR shall be liable

to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, to procure and furnish such similar goods, services, and other work, provided that COUNTY shall use reasonable efforts to make use of the source and object code versions of the System Software and related documentation to mitigate CONTRACTOR's liability for excess costs hereunder; and

- D. CONTRACTOR shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 31 (Termination for Insolvency) and/or this Paragraph 32."

47. Subparagraph 32.3 of the body of the Agreement is amended to read:

"32.3 Except with respect to defaults of any Subcontractor(s), CONTRACTOR shall not be liable for any damages to the extent and for the period that its failure to perform this Agreement arises out of causes beyond the reasonable control and without any fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of terrorism, acts of COUNTY in its sovereign or contractual capacity, acts of Federal or State Governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the reasonable control and without any fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the reasonable control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them, CONTRACTOR shall not be liable for any damages for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. CONTRACTOR agrees to use all reasonable commercial efforts to obtain such goods or services from other sources. As used in this Subparagraph 32.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier."

48. Subparagraph 33.1 of the body of the Agreement is amended to read:

"33.1 This Agreement, or any goods, services or other work in whole or in part required hereunder, may be terminated from time to time, when such action is deemed by COUNTY to be in its best interest. Termination of this Agreement, or any goods, services or other work hereunder, shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of goods, services or other work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be set forth in the notice of termination. Such effective date of termination shall be no sooner than (i) notwithstanding clause (ii) or (iii) below, the end of the notice period to which the Subcontractor providing such goods, services or other work is entitled prior to any termination for convenience under the terms and conditions of the relevant subcontract with such Subcontractor, provided COUNTY has agreed to such Subcontractor, (ii) ninety (90) days after the date of such notice, if for termination of Maintenance Services or System Software Support, or (iii) thirty (30) days after the date of such notice if (a) for termination of other than Maintenance Services or System Software Support, or (b) for termination of goods, services or other work resulting from the closure of a COUNTY Facility. Notwithstanding anything else in this Subparagraph 33.1, in the event COUNTY has purported to terminate this Agreement for default by notice pursuant to Paragraph 32 (Termination for Default) and it has later been determined that CONTRACTOR was not in default, no additional notice shall be

required upon such determination, but COUNTY shall be obligated to pay CONTRACTOR at the then current contract rate for all Maintenance Services and System Software Support during the notice period to which CONTRACTOR should have been entitled under the other provisions of this Subparagraph 33.1."

49. Subparagraph 33.2 of the body of the Agreement is amended to read:

- "33.2 After receipt of a notice of termination, and except as otherwise directed by COUNTY, CONTRACTOR shall:
- A. Subject to CONTRACTOR 's duty to mitigate pursuant to Subparagraph 33.2.E, stop work under this Agreement on the effective date of such notice of termination to the extent specified in such notice;
 - B. Transfer title to all System Hardware and Communications Network hardware to COUNTY pursuant to the terms of this Agreement;
 - C. Transfer title and deliver to COUNTY all other completed work and work in process not including title to System Software;
 - D. Complete performance of such part of the work as shall not have been terminated by such notice; and
 - E. Except with respect to Maintenance Services or System Software Support, use reasonable efforts to mitigate, including, without limitation, through reassignment of personnel, cancellation of purchase orders, and distribution to other parties of other goods, the costs and reimbursable Out-of-Pocket Expenses from work covered by such notice that has already commenced as well as any potential expenses incurred between the date of a notice of termination pursuant to Subparagraph 33.1 and the date upon which such termination becomes effective."

50. Subparagraph 33.5 is added to the body of the Agreement to read:

- "33.5 In the event that COUNTY terminates any System Software Support or Maintenance Services as provided in Subparagraph 33.1, COUNTY may not subsequently request the terminated services on a time and materials basis as other professional services under Paragraph IV (Professional Services Pool Hours) of Exhibit B (Schedule of Payments Supplemental/Supporting Information). Notwithstanding the foregoing, if COUNTY terminates System Software Support for a particular COUNTY Facility because of a closure of or cessation of operations at such COUNTY Facility, then following the effective date of such termination, COUNTY is entitled to request maintenance services in respect of the System Software used at such COUNTY Facility (e.g. if COUNTY continues to operate a portion of the System at such COUNTY Facility during a post-closing wind down of operations), and CONTRACTOR shall provide such maintenance services as other professional services, at the then current contract hourly rates as set forth in Paragraph IV (Professional Services Pool Hours), Subparagraph B of Exhibit B (Schedule of Payments Supplemental/Supporting Information)."

51. Subparagraph 33.6 is added to the body of the Agreement to read:

- "33.6 In the event that COUNTY terminates this Agreement, or any goods, services, or other work, in whole or in part, required hereunder, as provided in Subparagraph 33.1, COUNTY agrees that it is responsible for payment for goods, services, or

other work delivered or performed pursuant to this Agreement prior to the effective date of such termination. Determination of the amount required hereunder will be subject to Subparagraph 33.2, and will be based upon the pro rata portion of such goods, services, or other work delivered or performed (in full or in part) hereunder versus the total amount payable for such goods, services, or other work under this Agreement, and will be negotiated by the parties in good faith pursuant to Paragraph 51 (Dispute Resolution Procedure)."

52. Paragraph 41 (Notices) of the body of the Agreement is amended to read:

"41. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, or (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by COUNTY under this Agreement.

If to COUNTY:

- (1) Department of Health Services
313 North Figueroa Street, Room 903
Los Angeles, California 90012-2602
Attn: Fred Leaf, Chief Operating Officer
Fax: (213) 482-1026
E-Mail: fleaf@dhs.co.la.ca.us
- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-East
Los Angeles, California 90012-2602
Attn: Acting Division Chief
Fax: (213) 250-2958
E-mail: dsayler@dhs.co.la.ca.us
- (3) Department of Health Services
Information Systems Branch
313 North Figueroa Street, Room 317
Los Angeles, California 90012-2602
Attn: OCIO
Chief Information Officer
Fax: (213) 240-7809
E-mail: ocio@dhs.co.la.ca.us

- (4) Department of Health Services
Recovery Project
313 North Figueroa Street, Room 527
Los Angeles, California 90012-2602
Attn: Lawrence Gatton
Oversight Project Director
Fax: (213) 482-9179
E-mail: lgatton@dhs.co.la.ca.us

If to CONTRACTOR:

- (5) QuadraMed Corporation
12110 Sunset Hills Road, Suite 600
Reston, VA 20190-3224
Attn: Lawrence P. English, Chief Executive Officer
Fax: (703) 709-2495
E-mail: lenglish@quadramed.com
- (6) The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618-2930
Attn: Sandra K. Williams, Vice President
Fax: (949) 585-0038
E-mail: swilliams@quadramed.com
- (7) The Compucare Company, A QuadraMed Company
7555 Irvine Center Drive, Suite 200
Irvine, California 92618-2930
Attn: Geoffrey J. Groves, Client Manager
Fax: (949) 585-0038
E-mail: ggroves@quadramed.com
- (8) QuadraMed Corporation
12110 Sunset Hills Road, Suite 600
Reston, VA 20190-3224
Attn: General Counsel
Fax: (703) 709-2495
E-mail: jkoch@quadramed.com

In addition to any of the above named individuals, a copy of any such notices or demands shall be sent to:

- (9) Internal Services Department/Purchasing and Central Services
1100 North Eastern Avenue, Room G115
Los Angeles, California 90063-3298
Fax: (323) 415-8664
E-mail: HLofton@co.la.ca.us"

53. Paragraph 48 (Warranty Pass-through) of the body of the Agreement is amended to read:

"48. WARRANTY PASS-THROUGH:

CONTRACTOR shall assign to COUNTY to the fullest extent permitted by law or by agreement any applicable warranty or

indemnity offered by any manufacturer of System Hardware, System Software or Communications Network hardware and software provided hereunder, and CONTRACTOR shall further provide reasonable assistance to COUNTY to enable COUNTY to exercise and enjoy fully the COUNTY's rights under any such warranty and indemnity."

54. Paragraph 67 (County's Quality Assurance Plan) of the body of the Agreement is amended to read:

"67. COUNTY's QUALITY ASSURANCE PLAN:

COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on no less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, and the CONTRACTOR deficiencies are material and reflect non-compliance by CONTRACTOR with Agreement terms and performance standards, then COUNTY may terminate this Agreement as specified in this Agreement or collect other damages as specified in the Agreement."

55. Paragraph 74 (Compliance With Jury Service Program) is added to the body of the Agreement to read:

"74. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program is available on the Internet at ordlink.com/codes/lacounty for printing purposes.

B. Written Employee Jury Service Policy:

- (1) Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service served. CONTRACTOR's policy may further provide that employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

- (2) For the purposes of this Paragraph 74, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "CONTRACTOR" shall mean a person, partnership, corporation, or other entity, that has a subcontract with a COUNTY contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of CONTRACTOR; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 74. The provisions of this Paragraph 74 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- (3) If CONTRACTOR is not required to comply with the Jury Service Program on the effective date of this Agreement, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR," or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during this Agreement term, and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.
- (4) CONTRACTOR's violation of this Paragraph 74 may constitute a material breach of this Agreement. In the event of such breach, COUNTY may, in its sole discretion, terminate this Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach."

56. Paragraph 75 (Recycled-Content Bond Paper) is added to the body of the Agreement to read:

"75. RECYCLED-CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR, agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by CONTRACTOR under this Agreement."

57. Paragraph 76 (Notice to Employees Regarding The Safely Surrendered Baby Law) is added to the body of the Agreement to read:

"76. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes."

58. Paragraph 77 (Contractor's Acknowledgment of County's Commitment to The Safely Surrendered Baby Law) is added to the body of the Agreement to read:

"77. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used."

59. Paragraph 78 (Contractor to Notify County When It Has Reached 75% of Total Contract Sum (Under Contract Sum Provision)) is added to the body of the Agreement to read:

"78. [INTENTIONALLY OMITTED]"

60. Paragraph 79 (No Payment for Services Provided Following Expiration/Termination of Agreement) is added to the body of the Agreement to read:

"79. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT:

CONTRACTOR shall have no claim against COUNTY under this Agreement for payment of any money or reimbursement, of any kind whatsoever, for any services provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement."

61. Paragraph 80 (Survival) is added to the body of the Agreement to read:

"80. SURVIVAL:

The following provisions of this Agreement shall survive its expiration or termination for any reason:

The following Subparagraphs and Paragraphs of the body of this Agreement:

- 8.4 COUNTY's Right to Withhold Payment
- 10.1 (C) and (D) (but only for the duration of the respective Warranty Periods as set forth therein)
- 11 Ownership of System
- 17.1 Indemnification
- 17.2 Insurance (but only for the duration set forth therein)
- 17.3 Performance Bond (but only for the duration set forth therein)
- 18 Records and Audits (but only for the duration set forth therein)
- 19 Disclosure of Information
- 20 Proprietary Considerations (but with respect to the inspection rights under 20.1 and the security obligations under 20.4, only for the respective durations set forth therein)
- 21 Patent, Copyright and Trade Secret Indemnification
- 23 Fair Labor Standards (but only with respect to indemnification)
- 27 Waiver
- 28 Governing Law, Jurisdiction and Venue
- 29 Severability
- 31.3 Termination for Insolvency
- 32 Termination for Default
- 35 COUNTY Audit Settlements
- 41 Notices
- 48 Warranty Pass-Through
- 51 Dispute Resolution Procedure
- 52 No Third Party Beneficiaries
- 59 Arm's Length Negotiations
- 61 Confidentiality
- 77 No Payment for Services Provided Following Expiration/Termination of Agreement
- 80 Survival

In addition to the foregoing, CONTRACTOR's obligation to provide System Software Support and Maintenance Services under Exhibit D (Schedule of Maintenance) shall survive for the period for which COUNTY has prepaid maintenance for particular System Hardware and System Software as indicated on Schedule II (Maintenance Fee Schedule) of Exhibit D (Schedule of Maintenance). The preceding sentence shall not limit any of COUNTY's rights or remedies under this Agreement or at law or in equity in respect of CONTRACTOR's breach of this Agreement."

- 62. Exhibit A (Statement of Work) is amended by replacing Pages vi, A-31, A-70.1, and A-83 with correspondingly numbered pages, and by adding Pages A-84 through A-88, which are attached hereto as Attachment 1 and incorporated herein by reference. These replacement pages are each designated at the bottom as "Revised Under Amendment Number Five of Agreement." These additional pages are each designated at the bottom as "Added Under Amendment Number Five of Agreement."
- 63. Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Attachment B (Schedule of System Hardware, System Software,

Services and Communications Network) to Exhibit A (Statement of Work), which is attached hereto as Attachment 2 and incorporated herein by reference. The pages of revised Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) are each designated at the bottom as "Revised Under Amendment Number Five of Agreement."

64. Attachment E (Operations Personnel Training) to Exhibit A (Statement of Work) is deleted in its entirety and replaced by revised Attachment E (Operations Personnel Training) to Exhibit A (Statement of Work), which is attached hereto as Attachment 3 and incorporated herein by reference. The pages of revised Attachment E (Operations Personnel Training) are each designated at the bottom as "Revised Under Amendment Number Five of Agreement."
65. Exhibit B (Schedule of Payments) is amended by replacing Pages B-1 through B-39, B-41 through B-45, B-47 through B-53, B-62, and by adding Pages B-36.1 through B-36.15, with correspondingly numbered pages, which are attached hereto as Attachment 4 and incorporated herein by reference. These replacement pages are each designated at the bottom as "Revised Under Amendment Number Five of Agreement." These additional pages are each designated at the bottom as "Added Under Amendment Number Five of Agreement."
66. Exhibit D (Schedule of Maintenance) is deleted in its entirety and replaced by revised Exhibit D (Schedule of Maintenance), which is attached hereto as Attachment 5 and incorporated herein by reference. These replacement pages are each designated at the bottom as "Revised Under Amendment Number Five of Agreement."
67. Exhibit I (Required Subcontract Provisions) is deleted in its entirety and replaced by revised Exhibit I (Required Subcontract Provisions), which is attached hereto as Attachment 6 and incorporated herein by reference. The pages of revised Exhibit I (Required Subcontract Provisions) are each designated at the bottom as "Revised Under Amendment Number Five of Agreement."
68. Pursuant to Paragraph 9 (Amendments) of Exhibit I-A (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company, and EMC Corporation), COUNTY hereby consents to proposed Amendment Number Two to the Subcontract between CONTRACTOR and EMC Corporation, in the form set forth in Attachment 7, attached hereto and incorporated herein by reference.
69. Pursuant to Paragraph 9 (Amendments) of Exhibit I-C (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company, and InterSystems Corporation), COUNTY hereby consents to proposed Amendment Number Two to the Subcontract between CONTRACTOR and InterSystems Corporation in the form set forth in Attachment 8, attached hereto and incorporated herein by reference.
70. Exhibit I-D (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company, and Software Information Systems, Inc.) is added to the Agreement and is attached hereto as Attachment 9 and incorporated herein by reference. The pages of added Exhibit I-D (Subcontract Agreement By and Between The Compucare Company, a QuadraMed Company and Software Information Systems, Inc.) are each designated at the bottom as "Added Under Amendment Number Five of Agreement."
71. Exhibit J (System Software License) is deleted in its entirety and replaced by revised Exhibit J (System Software License), which is attached hereto as Attachment 10 and incorporated herein by reference. The pages of revised Exhibit J (System Software License) are each designated at the bottom as "Revised Under Amendment Number Five of Agreement."

72. Exhibit Q (Certain County Provisions) is added to the Agreement and is attached hereto as Attachment 11 and incorporated herein by reference. The pages of added Exhibit Q (Certain County Provisions) are each designated at the bottom as "Added Under Amendment Number Five of Agreement."
73. This Amendment Number Five shall be effective as of the earlier of the date of approval hereof by COUNTY's Board of Supervisors or January 1, 2004, except that: (a) the rates for maintenance services and labor rates set forth in this Amendment, including the attachments hereto, shall be effective as of January 1, 2004; (b) Subparagraph 10.11 of the body of this Agreement shall be effective as of January 1, 2004, as such subparagraph applies to Exhibits I-A and I-C, attached hereto as Attachments 7 and 8, respectively; and (c) Subparagraph 10.12 of the body of this Agreement shall be effective as of January 1, 2004.
74. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

AMENDMENT NUMBER FIVE TO
AGREEMENT FOR TURNKEY HOSPITAL INFORMATION SYSTEMS

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by COUNTY's Director of Health Services, and The Compucare Company and QuadraMed Corporation have each caused this Amendment to be subscribed on their behalf by their respective duly authorized officers, this _____ day of _____, 2003.

COUNTY
COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
James Kashian
Principal Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants Division

CONTRACTOR
THE COMPUCARE COMPANY

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

CONTRACTOR
QUADRAMED CORPORATION

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

AMENDMENT NUMBER FIVE TO
COUNTY AGREEMENT NUMBER 56649

ATTACHMENT 1

Exhibit A (Statement of Work) -
(Replacement Pages vi, A-31, A-70.1, A-83, and
Additional Pages A-84 through A-88
under Amendment Number Five of Agreement)

EXHIBIT A
STATEMENT OF WORK
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(Revised Under Amendment Number Five of Agreement)

diagnostic testing.

3.5 Subtask 3.3 - Provide Operations Personnel Training:

For KDMC and, if requested in writing by COUNTY's Oversight Project Director, for each of HDH and RLAMC, for each course applicable to this Subtask 3.3 as specified in Attachment E (Operations Personnel Training) to this Exhibit A, CONTRACTOR shall provide, or arrange for the provision of, standard operations training from System vendors, to COUNTY personnel the number of days of standard training as specified in Attachment E (Operations Personnel Training) to this Exhibit A. As promptly as practicable following the Effective Date, CONTRACTOR shall provide COUNTY's Oversight Project Director a syllabus for such training in order to assure COUNTY of the efficacy of such training.

CONTRACTOR shall provide, or arrange for System vendors to provide, one (1) copy per COUNTY attendee of training materials for training specified in this Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training) and Attachment E (Operations Personnel Training) to this Exhibit A.

3.6 DELIVERABLE 3.3 - COMPLETE OPERATIONS PERSONNEL TRAINING:

For KDMC and, if requested in writing by COUNTY's Oversight Project Director pursuant to Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training), for each of HDH and RLAMC, CONTRACTOR shall successfully provide, or arrange for System vendors to provide, to COUNTY personnel all standard training pursuant to Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training), as specified in Attachment E (Operations Personnel Training) to this Exhibit A, and associated training materials as subdeliverables as

- 10.8 DELIVERABLE 10.3 - SUCCESSFULLY COMPLETE PHASE SYSTEM ACCEPTANCE TEST:
For each COUNTY Facility, COUNTY will conduct a Phase System Acceptance Test and document test results as described in Subparagraph 10.7 (Subtask 10.3 - Conduct Phase System Acceptance Test) at the end of each Phase, as described in the Introduction of this Exhibit A, as subdeliverables as follows:

- 10.3.1 - Phase I
- 10.3.2 - Phase II
- 10.3.3 - Phase III (RLAMC only)
- 10.3.4 - Phase IV
- 10.3.5 - Phase V (HDH, and RLAMC only)
- 10.3.6 - Phase VI
- 10.3.7.1 - Phase VII (Phase System Acceptance Test - first part)
- 10.3.7.2 - Phase VII (Phase System Acceptance Test - second part)
- 10.3.8 - Phase VIII
- 10.3.9 - Phase IX

CONTRACTOR shall correct any and all Deficiencies. COUNTY will notify CONTRACTOR in writing of successful completion of each Phase System Acceptance Test.

- 10.9 Subtask 10.4 - Conduct Final System Acceptance Test:

For each COUNTY Facility, COUNTY will review System performance, reconcile data output, and ensure consistency with Specifications for a period of ninety (90) days following Production Use of all Application Software modules in the last Phase. Final System Acceptance Test shall replace the Phase System Acceptance Test for the last installed Phase under this Agreement. For the last such Phase, COUNTY will identify all Deficiencies in the test results for such Phase. COUNTY will document and provide evidence of such Deficiencies to CONTRACTOR within ten (10) working days following the ninety (90) day testing period. CONTRACTOR shall correct all identified Deficiencies within thirty (30) days, or as otherwise agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director.

of System Hardware, System Software, Services and Communications Network).

For each COUNTY Facility, CONTRACTOR and COUNTY shall jointly verify delivery and installation by conducting CONTRACTOR's standard acceptance test.

18.4 DELIVERABLE 18.2 - DELIVERY OF GUI/CLIENT SERVER OPERATING SOFTWARE:

For each COUNTY Facility, CONTRACTOR shall provide, deliver, install on System Hardware and instruct on set-up and workstation installation of the then most current release of GUI/Client Server Operating Software as listed on Subsection B.3 (Operating Software Acquired Under An Unlimited User License) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network). COUNTY will be responsible for the distribution to, installation on and support of individual workstations.

19. TASK 19 - ESTABLISH OPERATIONS ENVIRONMENT FOR NEW SYSTEM HARDWARE:

19.1 Subtask 19.1 - Delivery and Installation of New System Hardware and New Operating Software Associated with System Hardware:

For KDMC and, if requested in writing by COUNTY's Oversight Project Director, for each of HDH and RLAMC:

- A. CONTRACTOR shall deliver to COUNTY's designated carrier(s), as listed in Subparagraph 8.2 (Transportation Charges) of the body of this Agreement, all new System Hardware and new Operating Software Associated with System Hardware provided by CONTRACTOR under Amendment Number Five (see Subsection B.1 (Operating Software Associated with System Hardware) of Section II (System Software)) as specified in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to this Exhibit A. COUNTY will notify CONTRACTOR in writing of the delivery location prior to new System Hardware shipping date.
- B. CONTRACTOR shall provide the particular COUNTY Facility with the environmental specifications required for installation of all new System Hardware in accordance with the approved Work Plan. COUNTY will prepare the COUNTY-designated site for the particular COUNTY Facility in accordance with such environmental specifications. CONTRACTOR shall perform a site visit to verify COUNTY compliance with such environmental specifications and notify COUNTY's Project Manager of any site defects, and COUNTY will correct same.
- C. CONTRACTOR shall furnish and install all new System Hardware and new Operating Software Associated with System Hardware as specified in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to this Exhibit A necessary to support the System for the particular COUNTY Facility in accordance with the approved Work Plan.
- D. CONTRACTOR shall provide two (2) copies of documentation and all subsequent updates for new System Hardware and new Operating Software Associated with System Hardware listed in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to this Exhibit A on CD-ROM, if available, or else in a hard copy format.

19.2 DELIVERABLE 19.1 - DELIVERY AND INSTALLATION OF NEW SYSTEM HARDWARE AND NEW OPERATING SOFTWARE ASSOCIATED WITH SYSTEM HARDWARE:

For KDMC and, if requested in writing by COUNTY's Oversight Project Director pursuant to Subparagraph 19.1 (Subtask 19.1 - Delivery and Installation of new System Hardware and new Operating Software Associated with System Hardware), for each of HDH and RLAMC:

- A. CONTRACTOR shall deliver to COUNTY's designated carrier(s), as listed in Subparagraph 8.2 (Transportation Charges) of the body of this Agreement, all new System Hardware and new Operating Software Associated with System Hardware provided by CONTRACTOR under Amendment Number Five (see Subsection B.1 (New Operating Software Associated with System Hardware) of Section II (System Software)) as specified in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to this Exhibit A. COUNTY will notify CONTRACTOR in writing of the delivery location prior to new System Hardware shipping date.
- B. CONTRACTOR shall provide the particular COUNTY Facility with the environmental specifications required for installation of all new System Hardware in accordance with the approved Work Plan. COUNTY will prepare the COUNTY-designated site for the particular COUNTY Facility in accordance with such environmental specifications. CONTRACTOR shall perform a site visit to verify COUNTY compliance with such environmental specifications and notify COUNTY's Project Manager of any site defects, and COUNTY will correct same.
- C. CONTRACTOR shall furnish and install all new System Hardware and new Operating Software Associated with System Hardware as specified in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to this Exhibit A necessary to support the System for the particular COUNTY Facility in accordance with the approved Work Plan.
- D. CONTRACTOR shall provide two (2) copies of documentation and all subsequent updates for new System Hardware and new Operating Software Associated with System Hardware listed in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to this Exhibit A on CD-ROM, if available, or else in a hard copy format.

19.3 Subtask 19.2 - Perform and Certify Diagnostic Testing for New System Hardware:

For KDMC and, if requested in writing by COUNTY's Oversight Project Director, for each of HDH and RLAMC, CONTRACTOR shall provide to COUNTY an advance copy of manufacturers' published standard diagnostic testing documentation, perform manufacturers' published standard diagnostic testing of all new System Hardware, and fully document results of the diagnostic testing for each System component, including any Deficiencies noted during this process and CONTRACTOR's action plan to correct any such Deficiencies.

CONTRACTOR shall notify COUNTY's Oversight Project Director in writing of the correction of any Deficiencies noted, with copies of the notification sent to the applicable COUNTY's Project Manager and to the appropriate person listed below.

For Harbor-UCLA Medical Center
1000 West Carson Street
Torrance, California 90509
Attn: Karen Hostetler, COUNTY's Project Manager under County Agreement
Number 72190

For Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, California 91342
Attn: Rose Mayfield, COUNTY's Project Manager under County Agreement
Number 72190

CONTRACTOR shall notify COUNTY's Project Manager and the appropriate COUNTY's Project Manager at HUMC or OVUMC under County Agreement Number 72190 (HUMC, OVUMC & LAC+USC) in writing of the correction of all Deficiencies. At the sole discretion of COUNTY's Project Manager, COUNTY may require CONTRACTOR to repeat any and all diagnostic testing elements.

19.4 DELIVERABLE 19.2 - CERTIFICATION OF DIAGNOSTIC TESTING OF NEW SYSTEM
HARDWARE:

For KDMC and, if requested in writing by COUNTY's Oversight Project Director pursuant to Subparagraph 19.3 (Subtask 19.2 - Perform and Certify Diagnostic Testing for new System Hardware), for each of HDH and RLAMC, CONTRACTOR shall provide to COUNTY an advance copy of manufacturers' published standard diagnostic testing documentation, perform manufacturers' published standard diagnostic testing of all new System Hardware, and fully document results of the diagnostic testing for each System component, including any Deficiencies noted during this process and CONTRACTOR's action plan to correct any such Deficiencies. CONTRACTOR shall notify COUNTY's Project Director in writing of the correction of any Deficiencies noted and shall certify, in writing, that the new System Hardware installation is complete. COUNTY shall approve or disapprove in writing that the new System Hardware has passed all published manufacturers' standard System Hardware diagnostics.

In the event that COUNTY does not accept CONTRACTOR's certification and documentation of such diagnostic testing, CONTRACTOR will be given written notice by COUNTY, within ten (10) working days of receipt of such certification and documentation, containing a detailed explanation of each new System Hardware Deficiency noted by COUNTY. CONTRACTOR shall promptly correct any and all Deficiencies at no cost to COUNTY.

COUNTY's Project Manager, after consultation with the appropriate COUNTY's Project Manager at HUMC or OVUMC, if applicable, will approve or disapprove in writing, within five (5) working days of receipt from CONTRACTOR, CONTRACTOR's certification and documentation of such diagnostic testing.

- 19.5 Subtask 19.3 - Provide Operations Personnel Training for New System Hardware:
For KDMC and, if requested in writing by COUNTY's Oversight Project Director, for each of HDH and RLAMC, for each course applicable to this Subtask 19.3 as specified in Attachment E (Operations Personnel Training) to this Exhibit A, CONTRACTOR shall provide, or arrange for the provision of, standard operations training from System vendors, to COUNTY personnel the number of days of standard training as specified in Attachment E (Operations Personnel Training) to this Exhibit A. As promptly as practicable following the Effective Date, CONTRACTOR shall provide COUNTY's Oversight Project Director a syllabus for such training in order to assure COUNTY of the efficacy of such training.

CONTRACTOR shall provide, or arrange for System vendors to provide, one (1) copy per COUNTY attendee of training materials for training specified in this Subparagraph 19.5 (Subtask 19.3 - Provide Operations Personnel Training for New System Hardware) and Attachment E (Operations Personnel Training) to this Exhibit A.

19.6 DELIVERABLE 19.3 - COMPLETE OPERATIONS PERSONNEL TRAINING FOR NEW SYSTEM HARDWARE:

For KDMC and, if requested in writing by COUNTY's Oversight Project Director pursuant to Subparagraph 19.5 (Subtask 19.3 - Provide Operations Personnel Training for new System Hardware), for each of HDH and RLAMC, CONTRACTOR shall successfully provide, or arrange for System vendors to provide, to COUNTY personnel all standard training pursuant to Subparagraph 19.5 (Subtask 19.3 - Provide Operations Personnel Training for new System Hardware), as specified in Attachment E (Operations Personnel Training) to this Exhibit A, and associated training materials as subdeliverables as follows:

- 19.3.1- Operations Training - IBM AIX User Course
- 19.3.2- Operations Training - IBM AIX System Administration

20. TASK 20 - CONDUCT SYSTEM ACCEPTANCE TESTING FOR NEW SYSTEM HARDWARE:

20.1 Subtask 20.1 - Conduct System Reliability Test (Reliability Test) for New System Hardware:

For each COUNTY Facility, the System Reliability Test shall be a test performed on all new System Hardware provided by CONTRACTOR under in Amendment Number Five as shown in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to this Exhibit A to verify that the new System Hardware; (1) meets availability requirements, and (2) performs in accordance with applicable Specifications. All applicable Operating Software required for new System Hardware shall be installed and operational. The general process for performing the System Reliability Test shall be the same as set forth in Subparagraph 10.2 (General Acceptance Testing Process).

For each COUNTY Facility, the following defines the process and acceptance criteria for the System Reliability Test:

- A. The new System Hardware, or such portion thereof as mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, must attain a standard of performance specified herein.
- B. The System Reliability Test shall be conducted separately for each COUNTY Facility's new System Hardware when all new System Hardware, or such portion thereof as mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project

Director, and all applicable Operating Software have been installed on that new System Hardware.

CONTRACTOR shall perform the System Reliability Test. COUNTY, with the assistance from CONTRACTOR, will record all test results.

- C. The performance test period shall begin no later than one (1) working day after CONTRACTOR notifies COUNTY in writing that the particular COUNTY Facility's new System Hardware is ready for System Reliability Testing. The test shall end when the new System Hardware, or portion thereof as mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, has operated for a period of thirty (30) consecutive days at a reliability percentage of at least ninety-nine percent (99%) and performs in accordance with applicable Specifications. The reliability percentage is defined in Subparagraph 20.3(F) below.
- D. When the new System Hardware meets the standard of performance as stated in Subparagraph 20.3(C), COUNTY will notify CONTRACTOR in writing within five (5) working days of successful completion of the particular System Reliability Test.
- E. In the event the new System Hardware fails to meet such standard of performance during the initial thirty (30) consecutive days, such test shall continue until the standard of performance has been met for a total of thirty (30) consecutive days. If the new System Hardware fails to meet the standard of performance after ninety (90) calendar days, as calculated from the first date such testing was begun on the new System Hardware, COUNTY may, at the sole option of COUNTY's Project Director: (1) require that CONTRACTOR provide and install replacement(s) of any failed component(s) of the new System Hardware and/or fix applicable Operating Software, as required, at no cost to COUNTY, and CONTRACTOR shall promptly provide and install same and complete the test or (2) extend the performance test period.
- F. The reliability percentage shall be calculated by the following method:
 - 1. Maximum Operational Use Time shall be established by subtracting seven and two-tenths (7.2) hours of interruption from seven hundred and twenty (720) hours (the total number of hours in a thirty (30) day period). In the event that System Hardware components are tested separately in a retest situation, the total number of hours of any interruption shall be calculated separately.
 - 2. Total Downtime shall be computed by adding up the total number of minutes in the day that the new System Hardware is unavailable for use. The cumulative daily total Downtime shall be rounded to the nearest hour.
 - 3. The reliability percentage shall be calculated by adding up the total number of Downtime hours which occur during the thirty (30) day test period and subtracting that amount from the Maximum Operational Use Time (712.8 hours; 100% availability). The resulting number shall then be divided by the 100% availability hour amount (712.8 hours) to determine the overall percentage of availability. For example:

$$\frac{\text{Maximum Operational Use Time minus Total Downtime}}{\text{Maximum Operational Use Time}} = \text{Reliability Percentage}$$

(Added Under Amendment Number Five of Agreement)

4. Downtime for each incident shall accrue on a twenty-four (24) hour per day, seven (7) days per week basis until all Deficiencies have been corrected by CONTRACTOR.
 5. Downtime shall be calculated from the time COUNTY contacts CONTRACTOR, orally or in writing, and gives CONTRACTOR notice of a Deficiency. CONTRACTOR shall notify COUNTY when a Deficiency is corrected. Downtime shall end upon COUNTY's verification that the Deficiency has been corrected as described below. Upon verification by COUNTY, which will take place within thirty (30) minutes or as otherwise mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, COUNTY will consider the Deficiency corrected. If verification by COUNTY indicates that the Deficiency was not corrected, COUNTY will notify CONTRACTOR within thirty (30) minutes, or as otherwise mutually agreed to in writing by CONTRACTOR's Project Director and COUNTY's Project Director, of Deficiencies remaining, and the beginning of the Downtime period shall revert to the time the Deficiency was originally reported and shall not end until all Deficiencies have been corrected by CONTRACTOR and verified by COUNTY.
- G. During the Downtime period, COUNTY may use the System, as available, when such use does not interfere with CONTRACTOR resolving a Deficiency of the System. If COUNTY does not make available to CONTRACTOR such components of the System for which Downtime is being accrued, Downtime calculations shall be suspended and the applicable components shall be considered operational for that entire period COUNTY refuses to make such components available to CONTRACTOR.

20.2 DELIVERABLE 20 - SUCCESSFULLY COMPLETE SYSTEM RELIABILITY TEST (RELIABILITY TEST) FOR NEW SYSTEM HARDWARE:

For each COUNTY Facility, CONTRACTOR, with assistance from COUNTY, shall perform and successfully complete the System Reliability Test described in Task 20 (Conduct System Acceptance Testing For New System Hardware).

AMENDMENT NUMBER FIVE TO
COUNTY AGREEMENT NUMBER 56649

ATTACHMENT 2

Attachment B (Schedule of System Hardware, System Software,
Services and Communications Network) to Exhibit A (Statement of Work) -
(Replacement by revised Attachment B
under Amendment Number Five of Agreement)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

I. SYSTEM HARDWARE ⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION</u> ⁽²⁾	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u> ⁽³⁾
1	Data General AViiON AV3700R Processor Chassis:	\$100,351.00	1 Lot	\$100,351.00
1a	AV3700R, 400MHz /1MB, TRI, 128 COMPUTER (Part #70799-AE) ⁽⁴⁾		1	
1b	512MB ECC EDO DIMM (Part #7163) ⁽⁴⁾		1	
1c	512 MB ECC EDO, DIM (Part #R73118) ⁽⁴⁾		1	
1d	Adaptec AHA3944 AUWD Diff SCSI Adapter (Part #7469) ⁽⁴⁾		2	
1e	Self-Config 4 Channel (Part #R73113) ⁽⁴⁾		1	
1f	PCI Telnet Controller (Part #7449-B) ⁽⁴⁾		1	
1g	Hot Plug N+1 Power Supply for AV3700(Part #7655R-E) ⁽⁴⁾		1	
1h	73" Deeprack Cabinet (Part #14002-G7) ⁽⁴⁾		1	
1i	ISM-Hardware Transfer Fee(Part #ISM-88K-Intel)		1	
1j	DG/UX Enable Kit (Part #7060-D)		1	
2	<u>CLARiiON Disk Array Subsystem:</u>	\$100,243.00	1 Lot	\$100,243.00
2a	High Performance HA Array Package – Rack (Part #79201R-E) ⁽⁴⁾		1	
2b	64MB Cache (Part #R7341)		1	
2c	18GB 7200RPM Disk for CLARiiON Array (Part #79014-HL)		10	
2d	10 Ft. .8mm SCSI to 68 Pin HD Wide SCSI Cable (Part #15459E010)		2	
3	CSS/PHU Tape Subsystem:	\$24,487.00	1 Lot	\$24,487.00
3a	CSS3 RM SCSI 5.25" Chassis Wide Diff, 10HH Dev (Part #G6840R-E)		1	
3b	2.5/5GB QIC Tape for Mounting in AV3700 (Part #61017-SJL)		1	
3c	4GB 12/24GB SE SCSI 4mm tape Add-in 5.25" AV3700 (Part #61085-SJL)		1	
3d	35/70GB DLT 7000 Internal Drive for CSS3 (Part #5700TD-Q)		1	
3e	DLT CompacTape IV Media Cartridge (Part #5400DTC)		50	
3f	DLT Cleaning Cartridge (Part #5400CTC)		4	
3g	10 Ft. .8mm SCSI to 68 Pin HD Wide SCSI Cable (Part #15459E010)		1	
4	<u>System Console:</u>	\$5,495.00	1 Lot	\$5,495.00
4a	Pop-Up LCD Monitor w/Pres. Pad (Part #5513D- AE)		1	
5	<u>Communications Equipment:</u>	\$2,981.00	1 Lot	\$2,981.00
5a	USRobotics 56K External Modem (Part #12669E-		2	

(Revised Under Amendment Number Five of Agreement)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE, SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

I. SYSTEM HARDWARE ⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION</u> ⁽²⁾	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u> ⁽³⁾
5b	56) PCI Intelliport II Exp MUX Controller (Part #7461)		1	
5c	16 Port RJ45 Box for ISA or EISA MUX (Part #22035)		1	
5d	3COM 3C1681-0 10BASE T (Part #40399)		1	
5e	10BaseT UTP Cable - 15M (Part #40114C)		6	
6	<u>Line Printer:</u>	\$10,775.00	1 Lot	\$10,775.00
6a	900LPM Line Impact Printer, LAN, Parallel/Serial (Part #6962)		1	
6b	120M/150M Ribbons (2/box) (Part #12394)		10	
7	Compaq Proliant Intel Pentium, 200 MHz, 4GB, SMP NT Server (Compaq Part #CMPQ14982) ⁽⁵⁾	\$50,000.00	1 Lot	\$50,000.00
	EXISTING SYSTEM HARDWARE SUB-TOTAL			\$294,332.00
8	<u>Affinity Server and Report Server</u>			
8a	SIS-LACO:PSERIES 615 (Part # 7029-6C3 0000)	\$45,660.30	2	\$ 91,320.60
8b	IDE SLIMLINE DVD-ROM DRIVE (Part # 7029-6C3 2640)		2	
8c	PWR GXT135P GRAPHICS ACCELER. (Part # 7029-6C3 2849)		2	
8d	36.4GB 10,000RPM DISK DRIVE (Part # 7029-6C3 3273)		4	
8e	SCSI CAB,RISER 2 LVD MED.DEV. (Part # 7029-6C3 4263)		2	
8f	RACK INDICATOR, RACK #1 (Part # 7029-6C3 4651)		2	
8g	SOFTWARE PREINSTALL (Part # 7029-6C3 5005)		2	
8h	IBM BASE-TX ETHERN.PCI-X ADPT (Part # 7029-6C3 5701)		2	
8i	20/40GB 4MM INTERN.TAPE DRIVE (Part # 7029-6C3 6158)		2	
8j	2GIGAB.FIBRE CHANN.PCI-X ADPT (Part # 7029-6C3 6239)		4	
8k	PWR SUPP,680WATT AC,HOT-SWAP (Part # 7029-6C3 3266)		4	
8l	UTRA3 SCSI 4-PACK (Part # 7029-6C3 6574)		2	
8m	8192MB(4X2046MB) DIMMS,EXP.CONF (Part # 7029-6C3 8159)		2	
8n	2WAY1.45GHZ PW4+P.CARD,EXP.CON (Part # 7029-6C3 8187)		2	
8o	FC IN.FOR EXP.C PS(284C/284E) (Part # 7029-6C3 8190)		2	
8p	LANGUAGE GROUP SPECIFY-US ENG. (Part # 7029-6C3 9300)		2	
8r	PWR.CORD(4M) SPCF-ALL (Part # 7029-6C3 9911)		2	

(Revised Under Amendment Number Five of Agreement)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE, SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

I. SYSTEM HARDWARE ⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION</u> ⁽²⁾	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u> ⁽³⁾
8s	SYSTEM INTEGRATION FEE		2	
8t	3 YEAR PREPAID HW/OS SERVICESUITE	\$11,332.28	2	\$22,664.56
9	<u>Storage Affinity and Storage Report</u>			
9a	FASTT600 STORAGE SERVER (Part # 1722-60U 000)	\$50,586.50	2	\$101,173.00
9b	SHORT WAVE SFP GBIC (Part # 1722-60U 2210)		4	
9c	2GB FC,73.4GB/15K DRIVE MOD. (Part # 1722-60U 5213)		12	
9d	5M LC-LC FIBRE OPTIC CABLE (Part # 1722-60U 5605)		4	
9e	FASTT600 AIX HOST KIT (Part # 1722-60U 7711)		2	
9f	FASTT600 4-STORAGE PART.ACTIV. (Part # 1722-60U 8804)		2	
9g	SAN JOSE ROUTING FEATURE (Part # 1722-60U 9202)		2	
9h	Factory Install FASiT Storage Manager (Part # 1722-60U 9641)		2	
9i	Hardware Integration		2	
9j	EPac 3yr onsite 24x7 (FASiT 600) (Part # 1722-60U-M)	\$4,873.70	2	\$9,747.40
10	<u>TSM Server</u>			
10a	x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB, Ultra320 (Part # 867071X)	\$22,341.80	1	\$22,341.80
10b	3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor (Part # 02R1988)		1	
10c	1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM (Part # 33L5039)		2	
10d	IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0726)		2	
10e	IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0728)		4	
10f	IBM Total Storage FASiT FC2-133 Host Bus Adapter (Part # 24P0960)		2	
10g	IBM ServeRAID-6i SCSI Controller (Part # 71P8595)		1	
10h	NetXtreme 1000 T Dual Port Ethernet Adapter (Part # 31P6401)		1	
10i	Remote Supervisor Adapter II (Part # 59P2984)		1	
10j	xSeries 514W Hot Swap Redundant Power Supply (Part # 74P4965)		1	
10k	Hardware Integration		1	
10l	EPac 3yr onsite 24x7 (x345) (Part # 21P2093)	\$936.00	1	\$936.00
11	ULTRIUM TAPE LIBRARY (Part # 3582-L23 000)	\$45,247.80	1	\$45,247.80

(Revised Under Amendment Number Five of Agreement)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

I. SYSTEM HARDWARE ⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION</u> ⁽²⁾	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u> ⁽³⁾
11a	RMU/SPECIALIST (Part # 3582-L23 1660)		1	
11b	25m LC-LC Fibre cable (Part # 3582-L23 6025)		2	
11c	RACK MOUNT KIT (Part # 3582-L23 7003)		1	
11d	1 CLEANING CARTRIDGE (Part # 3582-L23 8002)		2	
11e	LTO ULTRIUM 2 FIBRE DRIVE (Part # 3582-L23 8105)		2	
11f	20-PACK ULTRIUM 2 DATA CART (Part # 3582-L23 8110)		3	
11g	ATTACHED TO WINDOWS SYSTEM (Part # 3582-L23 9212)		1	
11h	2.7M POWER CORD 125V US/CANADA (Part # 3582-L23 9800)		1	
11i	RACK POWER CORD - SINGLE (Part # 3582-L23 9860)		1	
11j	Ultrium 3 yr maintenance	\$2,990.00	1	\$2,990.00
12	<u>Rack</u>			
12a	7014-T42 : Rack 1:IBM RS/6000 Rack Model T42 (Part # 7014-T42 0000)	\$9,581.00	1	\$9,581.00
12b	Rack Content Specify: 7038/6M2 - 8U (Part # 7014-T42 0195)		2	
12c	Rack Content: 7316-TF2 / 1EIA (Part # 7014-T42 0216)		1	
12d	Front door (Black) for 2.0M(High Perforation) racks. (Part # 7014-T42 6069)		1	
12f	Power Cord: Device/Dwr to Rack PDU (Part # 7014-T42 6095)		6	
12g	Side panel (black) for 1.8M or 2M racks (Part # 7014-T42 6098)		2	
12h	Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 7176)		2	
12i	Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 9176)		1	
12j	Language Group: US English (Part # 7014-T42 9300)		1	
12k	Power Cord Specify - US/Canada (Part # 7014-T42 9800)		1	
12l	3 yr maintenance rack (Part # 7316-TF2-M)	\$1,003.75	1	\$1,003.75
13	FLAT PANEL COLOR MONITOR (Part # 7316-TF2 0000)	\$4,338.10	1	\$4,338.10
13a	CPU TO VGA SW ATTACH. CBL 7FT (Part # 7316-TF2 4243)		3	
13b	SPACE SAVER 2 KEYBOARD, US ENG (Part # 7316-TF2 6050)		1	
13c	POWER CORD (4M) - ALL (Part # 7316-TF2		1	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

I. SYSTEM HARDWARE ⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION</u> ⁽²⁾	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u> ⁽³⁾
	9911)			
13d	3 yr maintenance monitor (Part # 7316-TF2-M)	\$569.69	1	\$569.69
14	Cisco Switch (Part # 3750-24TS)	\$17,946.50	1	\$17,946.50
14a	Cybex Autoview 200 KVM Switch 8 Ports (Part # 128104)		1	
14b	IP Switch for KVM (Part # SVIP1010-AM)		1	
	NEW SYSTEM HARDWARE SUB-TOTAL			\$329,860.20
	SYSTEM HARDWARE TOTAL			\$623,892.20

⁽¹⁾ This hardware may be physically located at HDH or OVUMC or HUMC. All part numbers for Item Numbers 1 through 6 are Data General Corporation. All part numbers for Item Numbers 8 through 14 are IBM Corporation.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.7 of the body of the Agreement.

⁽³⁾ Includes all installation costs for each System Hardware component.

⁽⁴⁾ This item is a "critical component" for purposes of Paragraph IX (Additional Remedies for Failure of System Hardware) of Exhibit B (Schedule of Payments).

⁽⁵⁾ This item has not yet been provided as of the effective date of this Amendment Number One.

⁽⁶⁾ Item Numbers 1 through 7 will be replaced in their entirety by Item Numbers 8 through 14 upon County's written approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) For New System Hardware) of Exhibit A (Statement of Work).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

II. SYSTEM SOFTWARE

A. Application Software⁽¹⁾:

ITEM NO.	APPLICATION SOFTWARE MODULE ⁽²⁾	FIXED ONE-TIME LICENSE FEE ⁽³⁾	FIXED INSTALL COST ⁽⁴⁾⁽⁸⁾
1	Admitting/Discharge/Transfer/ Registration/Medical Records Index (ADTR/MRI)	\$146,250.00	\$76,500.00
2	Patient Accounting (PA) ⁽⁵⁾	\$197,813.00	\$100,000.00
3	Patient Scheduling System (PSS)	\$146,250.00	\$76,500.00
4	Medical Records - Medical Records Abstracting (MRA) ⁽⁶⁾ - Medical Records Control (MRC) ⁽⁶⁾ - DRG/Case Mix (DRG) ⁽⁶⁾	\$142,594.00	\$100,000.00
5	Utilization Management (UM)	\$42,075.00	\$36,720.00
6	Quality Management (QM)	\$42,075.00	\$36,720.00
7	Order Entry/Results Reporting (OE/RR)	\$176,715.00	\$127,500.00
8	Department Management (DM)	\$72,450.00	\$40,800.00
9	Clinical Documentation - Vital Signs and Intake/Output (VS & I/O) ⁽⁷⁾ - Activity Charting (AC) ⁽⁷⁾	\$56,610.00 \$56,610.00	\$33,333.33 \$33,333.33
10	Clinical Documentation - Charting and Assessment (CHASS) ⁽⁷⁾	\$56,610.00	\$33,333.34
11	Plan of Care (POC)	\$96,390.00	\$50,000.00
12	Acuity and Staffing Requirements (ASR)	\$26,775.00	\$30,000.00
13	Medication Charting (MC) ⁽⁹⁾	\$45,000.00	\$30,000.00
14	Chart View (CV) (Unlimited Users)	\$187,500.00	\$100,000.00
15	General Ledger (GL)	\$99,200.00	\$45,000.00
16	Accounts Payable (AP)	\$68,000.00	\$45,000.00
17	Health Notes (HN)	\$72,450.00	\$40,000.00
APPLICATION SOFTWARE MAXIMUM TOTAL		\$ 1,731,367.00	\$ 1,034,740.00

⁽¹⁾ This Application Software may be physically located at HDH or OVUMC or HUMC. Application Software includes Affinity Report Writer Operating Software and Affinity System Management Operating Software functionality.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.9 of the body of the Agreement.

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

⁽³⁾ The Fixed One-Time License Fee is for the Baseline Application Software portion of each Application Software module. COUNTY shall not be charged any

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

license fees for any COUNTY-requested and approved software modifications developed and purchased for HUMC, OVUMC, and/or LAC+USCMC prior to the Effective Date under COUNTY Agreement Numbers A51549 (HUMC & OVUMC) and A53813 (LAC+USCMC). COUNTY shall not be charged any license fees for COUNTY-requested CP Modifications under this Agreement, provided that the cost of COUNTY-requested CP Modifications under this Agreement shall be determined in accordance with Paragraph IV (Professional Services Pool Hours) of Exhibit B (Schedule of Payments).

⁽⁴⁾ Fixed Install Cost includes: project management (Deliverables 1.1 and 1.2), application project administration assistance (Deliverable 4), Application Software modules installation (Deliverable 5.1), Application Software modules documentation (Deliverable 5.8), validation of dictionaries (Deliverable 6.2), Application Coordinator training (Deliverable 9.1) and associated Application Coordinator training materials (Deliverable 9.2), and on-site implementation support (Deliverable 11) for each Application Software module, and includes final project acceptance report (Deliverable 14) and post implementation review (Deliverable 15).

⁽⁵⁾ COUNTY has purchased the license to Patient Accounting. Phase I implementation shall include Case Management functionality as previously installed at HUMC, OVUMC, and/or LAC+USCMC under County Agreement Numbers A51549 (HUMC and OVUMC) and A53813 (LAC+USCMC), including some of the functionality in Patient Accounting and all of the functionality in modifications previously developed and purchased for HUMC, OVUMC, and/or LAC+USCMC under County Agreement Numbers A51549 (HUMC and OVUMC) and A53813 (LAC+USCMC), and any additional Patient Accounting functionality as mutually agreed to by CONTRACTOR and COUNTY. Implementation of the remaining portions of Patient Accounting shall be at COUNTY's option and shall occur in later Phase(s), and any additional implementation services provided by CONTRACTOR shall be subject to procurement and payment as other professional services pursuant to Task 17 (Other Professional Services) of Exhibit A (Statement of Work).

⁽⁶⁾ Included in Fixed One-Time License Fee and Fixed Install Cost for Medical Records.

⁽⁷⁾ Included in Fixed One-Time License Fee and Fixed Install Cost for Clinical Documentation.

⁽⁸⁾ Fixed Install Cost subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

⁽⁹⁾ Fixed One-Time License Fee for Medication Charting shall be waived if COUNTY Facility also elects to purchase Clinical Documentation.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>	<u>FIXED INSTALL COST⁽⁷⁾</u>
B.1 <u>Operating Software Associated with System Hardware⁽¹⁾⁽¹⁶⁾:</u>					
1	DG/UX R4.11MU02	\$16,000.00	1 Lot	\$16,000.00	\$0.00
1a	DG/UX for Intel L/M/D 4-user (Part #P001AFA1CD)		1		
1b	DG/UX for Intel Upgrade to Unlimited user (Part #P001ASA9FN)		1		
2	UX/RPM Performance Monitor LMD LG Server (Part #R058AZD1CD)	\$2,495.00	1	\$2,495.00	\$0.00
3a	Cache' Enterprise: Platform Independent, Multi Server (48 concurrent users) (formerly known as InterSystems Enterprise Cache) ⁽¹⁷⁾	\$21,600.00	1	\$21,600.00	\$7,500.00
3b	Cache' Enterprise: Platform Independent, Multi Server (126 concurrent users) (formerly known as InterSystems Enterprise Cache) ⁽¹⁷⁾	\$126,000.00	1	\$126,000.00	\$0.00
4	SofTek Graftsman for DOS (Part # Site) ⁽³⁾	\$95.00	1	\$95.00	\$0.00
5	SofTek Graftsman for UNIX (Part # 8 user) ⁽³⁾	\$1,550.00	1	\$1,550.00	\$0.00
	Existing Operating Software Associated with System Hardware Sub-Total			\$167,740.00	\$7,500.00
6	AIX 5.1 SPO (Part #5692-A5L 0000)	\$65.00	2	\$130.00	\$0.00
6a	AIX 5L V5.2 BASE (Part #5692-A5L 0947)		2		
6b	AIX 5L V5.2 EXPANSION PACK (Part #5692-A5L 0949)		2		
6c	AIX 5L V5.2 UPDATE CD (Part #5692-A5L 0965)		2		
6d	PERFORMANCE AIDE V3.1 (Part #5692-A5L 0971)		2		
6e	CMM (Part #5692-A5L 0975)		2		

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
6f	MEDIA PROCESS CHARGE CD ROM (Part #5692-A5L 1004)		2		
6g	ENGLISH (Part #5692-A5L 2924)		2		
6h	MEDIA CD-ROM (Part #5692-A5L 3410)		2		
6i	PRELOAD (AUS FEATURE 5005) (Part #5692-A5L 5005)		2		
6j	ENGLISH (Part #5692-A5L 5924)		2		
6k	ASSET REGISTRATION (Part #5692- A5L 9001)		2		
6l	AIX 5L FOR POWER V5.2 (Part #5765-E62 0000)		2		
6m	AIX 5L FOR POWER V5.2 (Part #5765- E62 0001)		4		
6n	PREINSTALL (Part #5765-E62 5005)		2		
6o	PERFORMANCE AIDE V3 (Part #5765-E68 0000)	\$413.40	2	\$826.80	\$0.00
6p	PER PROC. SW REG (Part #5765- E68 0005)		4		
6q	C FOR AIX V6.0 (Part #5765-F57 0000)	\$1,404.00	2	\$2,808.00	\$0.00
6r	PER USER (Part #5765-F57 0001)		2		
6s	LOCAL IBM OFFICE EXPEDITE (Part #5765-F57 3445)		2		
6t	CD-ROM MEDIA (Part #5765-F57 5809)		2		
6u	3 yr 7X24 Maintenance for AIX (Part #5692-A5L-M-A)	\$6,601.90	2	\$12,123.80	\$0.00
6v	System Software Install/Migration	\$20,000.00	2	\$0.00	\$40,000.00
7	MS Windows 2000 Server, 5CAL (Part #C11-00016)	\$999.00	1	\$999.00	\$0.00
7a	IBM Tivoli Storage Manager Extended Edition (for 6 CPU's) (Part #D51MFLL)	\$3,494.40	1	\$3,494.40	\$0.00

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
7b	IBM Tivoli Storage Manager Extended Edition Media (1) (Part #BJ08BML)	\$32.50	1	\$32.50	\$0.00
7c	IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies) (Part #BJ08DIE)	\$65.00	3	\$195.00	\$0.00
7d	pcAnywhere v11.0 Host & Remote (Part #10055294)	\$199.95	1	\$199.95	\$0.00
7e	McAfee VirusScan Professional 7.0 (5 User) (Part #VSE70E005FAA)	\$300.00	1	\$300.00	\$0.00
7f	System Software Install	\$9,300.00	1	\$0.00	\$9,300.00
7g	3 yr 7X24 maintenance for TSM (Part #D51MFLL-M-TSM)	\$1,341.60	1	\$1,341.60	\$0.00
	New Operating Software Associated with System Hardware - Sub-Total			\$22,451.05	\$49,300.00

B.2 Operating Software Associated with Application Software⁽¹⁾:

1	SQL Connect (SC) (1-16 concurrent users)	\$49,000.00	1	\$49,000.00	\$20,000.00
2	Affinity Event Manager	\$30,000.00	1	\$30,000.00	\$10,000.00
3	Affinity HL7 Library for STC DataGate	\$10,000.00	1	\$10,000.00	\$20,000.00
4	Affinity Report Writer	\$0.00	1	\$0.00	\$30,000.00
5	Affinity System Management	\$0.00	1	\$0.00	\$30,000.00
6	Proactive Systems Fantasia/ Flexforms (a.k.a. Proactive Systems Fantasia) ⁽³⁾⁽⁶⁾	\$16,000.00	1	\$16,000.00	\$0.00
7	X12 835 Health Care Claim Payment/Advice (EDI-835) ⁽¹¹⁾	(10)	1	(10)	(10)
8	JetForms ⁽³⁾	(13)		(13)	(13)
8a	- Affinity JetForm Integration Agent ⁽¹²⁾		1		
8b	- JetForm Designer		2		
8c	- JetForm Central (print engine)		1		
9	PM-Cost Profit Analyzer	(14)	1	(14)	(14)

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>	<u>FIXED INSTALL COST⁽⁷⁾</u>
10	X12 270/271 Eligibility & Benefits (EDI-270/271)	(15)	1	(15)	(15)
	Operating Software Associated with Application Software Subtotal			\$105,000.00	\$110,000.00
B.3 <u>Operating Software Acquired Under An Unlimited User License⁽¹⁾:</u>					
1	GUI/Client Server (GUI) (unlimited users) ⁽⁸⁾⁽⁹⁾	\$408,333.00	1	\$408,333.00	\$15,000.00
	Operating Software Acquired Under An Unlimited User License Subtotal			\$408,333.00	\$15,000.00
	OPERATING SOFTWARE MAXIMUM TOTAL			\$703,524.05	\$181,800.00

⁽¹⁾ This Operating Software may be physically located at HDH or OVUMC or HUMC.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.12 of the body of the Agreement.

⁽³⁾ This item is Third Party Software.

⁽⁴⁾ [Intentionally Omitted.]

⁽⁵⁾ [Intentionally Omitted.]

⁽⁶⁾ Includes one (1) pc form generator software package.

⁽⁷⁾ Fixed Install Cost subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

⁽⁸⁾ This software includes H-Term PC Emulation and is acquired under an unlimited user site license for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC, pursuant to Exhibit J (System Software License). COUNTY acknowledges that System Hardware and Operating Software capacities may have a practical impact on the number of concurrent users on the System.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

II. SYSTEM SOFTWARE (Cont'd)

⁽⁹⁾ The total one-time Fixed Unit Cost to COUNTY for unlimited user site license for GUI for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC is One Million Two Hundred Twenty-Five Thousand Dollars (\$1,225,000), regardless of which COUNTY Facility(ies) participate in making such payment to CONTRACTOR. Ninety-five percent (95%) of the entire Fixed Unit Cost must be paid in full by no later than September 30, 1998.

⁽¹⁰⁾ COUNTY acquired this item under COUNTY Purchase Order Number Q-41526, dated May 6, 1999, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

⁽¹¹⁾ Payor electronic remittances must be ANSI 835 version 4010.

⁽¹²⁾ CONTRACTOR will ensure Affinity file systems are appropriately configured to operate with JetForms.

⁽¹³⁾ COUNTY acquired this item under COUNTY Purchase Order Number S40534, dated November 15, 2000, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

⁽¹⁴⁾ COUNTY acquired this item under COUNTY Purchase Order Number P42285, dated June 30, 2003, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

⁽¹⁵⁾ COUNTY acquired this item under COUNTY Purchase Order Number P42273, dated June 30, 2003, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

⁽¹⁶⁾ Item Numbers 1 through 2 will be replaced in their entirety by Item Numbers 6 through 7 upon County's written approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) For New System Hardware) of Exhibit A (Statement of Work).

⁽¹⁷⁾ Cache' Enterprise: Platform Independent, Multi Server (formerly known as InterSystems Enterprise Cache) Operating Software is license for an aggregate number of 3,446 concurrent users for all County Facilities, HUMC, OVUMC, and LAC+USCMC and COUNTY-approved satellite clinics of these facilities.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

III. INTERFACES/CONVERSIONS

A. Interfaces:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED INSTALL COST⁽³⁾⁽⁴⁾</u>
1	Affinity to Interface Engine (ADTR/MRI)	(1)
2	Affinity to Interface Engine (Order Entry/Results Reporting)	(1)
3	Interface Engine to Affinity (Order Entry/Results Reporting)	(1)
4	Interface Engine to Affinity (Patient Accounting)	(1)
5	Point-to-Point (ADTR/MRI to Embosser)	\$5,000.00
6	Point-to-Point (Medical Records from 3M Encoder)	\$5,000.00
7	Point-to-Point (Patient Accounting to HBOC)	<u>\$7,500.00</u>
INTERFACES MAXIMUM TOTAL		\$17,500.00

B. Conversions:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	IBAX to ADTR/MRI	(2)
2	HBOC Pricing and Activity to PA	(2)
CONVERSIONS MAXIMUM TOTAL		(2)

⁽¹⁾ All installation costs are included in the Fixed Install Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate under Subsection B.2 (Operating Software Associated with Application Software) of Section II (System Software) of this Attachment B.

⁽²⁾ Total cost shall be set forth in COUNTY-approved System Design Report pursuant to Subparagraph 7.2 (Subtask 7.2 - Prepare and Provide System Design Reports for Pre-Production Use Automated Data Conversions) of Exhibit A (Statement of Work).

⁽³⁾ Includes all installation costs for each Interface.

⁽⁴⁾ Subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

IV. SERVICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>MAXIMUM COST</u>
1	Operations Personnel Training ⁽⁴⁾	⁽¹⁾	\$19,640.00
2	Migration of Application Software and Data ⁽²⁾	\$15,000.00	\$15,000.00
3	Out-of-Pocket Expenses ⁽³⁾	N/A	<u>\$160,550.00</u>
SERVICES MAXIMUM TOTAL			\$195,190.00

⁽¹⁾ See Subtask 3.3 (Provide Operations Personnel Training) and Attachment E (Operations Personnel Training) of Exhibit A (Statement of Work).

⁽²⁾ See Subtask 5.2 (Migrate Application Software and Data) of Exhibit A (Statement of Work).

⁽³⁾ See Section VI (Out-of Pocket Expense Payments) of Exhibit B (Schedule of Payments).

⁽⁴⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.10 of the body of the Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

V. COMMUNICATIONS NETWORK

A. Hardware⁽¹⁾:

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
1	Horizontal Cable Plant	\$42,198.30	1	\$42,198.30
2	Hewlett Packard LAN/WAN Protocol Analyzer	\$66,017.70	1	\$66,017.70
3	Compaq Network Management Station	\$7,394.58	1	\$7,394.58
4	Intelligent Hubs	\$253,349.14	1	<u>\$253,349.14</u>
COMMUNICATIONS NETWORK HARDWARE MAXIMUM TOTAL				\$368,959.72

B. Software:

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
1	(3)	(3)	(3)	(3)
COMMUNICATIONS NETWORK SOFTWARE MAXIMUM TOTAL				(3)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

C. Services:

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>MAXIMUM COST</u>
1	Installation, Configuration, Certification ⁽⁶⁾	N/A	\$54,781.40
2	Project Management ⁽⁶⁾	N/A	\$28,750.00
3	Communications Network Personnel Training ⁽⁴⁾⁽⁷⁾	⁽⁴⁾⁽⁷⁾	<u>\$51,859.50</u>
COMMUNICATIONS NETWORK SERVICES			
MAXIMUM TOTAL⁽⁵⁾			\$135,390.90

⁽¹⁾ See Attachment A-1 (Communications Network at High Desert Hospital) of Exhibit A (Statement of Work) for complete hardware listing and software listing.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.8 of the body of the Agreement.

⁽³⁾ Software components are included in Items 2, 3 and 4 of Section V.A.

⁽⁴⁾ See Subtask 2.10 (Provide Communications Network Personnel Training) and Attachment H (Communications Network Personnel Training) of Exhibit A (Statement of Work).

⁽⁵⁾ Does not include Out-of-Pocket Expenses.

⁽⁶⁾ Subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

⁽⁷⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.11 of the body of the Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

VI. TEST HARDWARE AND OPERATING SOFTWARE (HDH & RLAMC Only)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
A. Test Hardware				
1	CPU - DG AViiON 6240 (Serial Number 95050-7) ⁽¹⁾ and related components acquired from and maintained by CONTRACTOR under County Agreement Number A51549 (HUMC & OVUMC)	N/A	1 Lot	N/A
2	CLARiiON HA Package - Rackmount (Model #79201R-E) ⁽²⁾	N/A	1	N/A
3	Replace 8MB Cache w/64MB Cache (Model #R7341) ⁽²⁾	N/A	1	N/A
4	CLARiiON 4GB Disk Module (Model #79012-HF) ⁽²⁾	N/A	10	N/A
5	D1600I 14" Terminal, Green Ergonomic (Model #6945G) ⁽²⁾	N/A	1	N/A
6	D1600I Keyboard/Power Cord (Model #G6001A-A) ⁽²⁾	N/A	1	N/A
7	20' Wide Differential SCSI Cable (Model #15418E020) ⁽²⁾	N/A	2	N/A
8	Adapter Cable 68P to Champ (Male) (Model #1517E003) ⁽²⁾	N/A	2	N/A
9	Disk Array Management License Internal Code Svc (Model #R057AZN4LD) ⁽²⁾	N/A	1	N/A

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

HIGH DESERT HOSPITAL

B. Operating Software

<u>ITEM NO.</u>	<u>OPERATING SOFTWARE⁽³⁾</u>	<u>QTY</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>
1	DG/UX Operating System acquired and maintained under County Agreement Number A51549 (HUMC and OVUMC) ⁽¹⁾	1	N/A	N/A
2	MUMPS/SQL(M/SQL) (96 Users) acquired and maintained under County Purchase Order Number R41610 and any successor County Purchase Orders	1	N/A	N/A

⁽¹⁾ Maintained by CONTRACTOR under County Agreement Number A51549 (HUMC & OVUMC) and any successor agreements and/or purchase orders.

⁽²⁾ This is an upgrade to Test Hardware shown in Item No. 1. Acquired by COUNTY and maintained by CONTRACTOR under County Purchase Order Number PT40047. Maintained by CONTRACTOR under such County Purchase Order and any successor agreements and/or purchase orders.

⁽³⁾ This operating software is physically located at OVUMC.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION</u> ⁽²⁾	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u> ⁽³⁾
1	<u>Data General AViiON 6600</u>	\$143,153.00	1 Lot	\$143,153.00
	<u>Processor Chassis:</u>			
1a	AV6600, 3CPU, 256MB (Part #70708-AE) ⁽⁴⁾		1	
1b	200/1MB CPUs (Part #R7389) ⁽⁴⁾		1	
1c	512MB (4x128MB DIMM) (Part #R7374) ⁽⁴⁾		1	
1d	512MB Memory (4x128MB DIMM) (Part # 7105) ⁽⁴⁾		1	
1e	4 Channel SCSI Controller (Part #R73102) ⁽⁴⁾		1	
1f	4 Channel Ethernet(Part #R7378) ⁽⁴⁾		1	
1g	PCI SCSI Adaptec 2940UW SE Adapter (Part #7485) ⁽⁴⁾		1	
1h	PCI Telnet Controller (Part #7449-B) ⁽⁴⁾		1	
1i	73" Deeprack Cabinet (Part #14002-G7)		1	
1j	AC Module, Low Volt, 5-15 NEMA (Part #14200- G7)		1	
1k	ISM Hardware Transfer Fee (Part #ISM-88K-Intel)			
2	<u>CLARiiON Disk Array Subsystem:</u>	\$100,832.00	1 Lot	\$100,832.00
2a	High Performance HA Array Package - Rack (Part #79201R-E) ⁽⁴⁾		1	
2b	64MB Cache (Part #R7341)		1	
2c	18GB 7200RPM Disk for CLARiiON Array (Part #79014-HL)		10	
2d	SCSI Cable 68P HD - 68P HD, 10' (Part #15485E010)		2	
2e	D1600I 14" Terminal, Green, Ergonomic (Part #6945G)		1	
2f	D1200I/D1600I 101 Keyboard, Power Cord (Part #G6001A-A)		1	
3	<u>CSS/PHU Tape Subsystem:</u>	\$24,487.00	1 Lot	\$24,487.00
3a	CSS3 RM SCSI 5.25" Chassis Wide Diff, 10HH Dev (Part #G6840R-E)		1	
3b	2.5/5GB QIC Tape for Mounting in AV6600 (Part #61017-SJC)		1	
3c	4GB SE SCSI 4mm Tape Add-in 5.25" AV6600 (Part #G6885-JC)		1	
3d	DLT 7000 Add-in for CSS3 (Part #5400TD-Q)		1	
3e	DLT 20/40GB Media Cartridge (Part #5400DTC)		50	
3f	DLT Cleaning Cartridge (Part #5400CTC)		4	
3g	SCSI Cable 68PHD - 68P HD, 10' (Part #15485E010)		1	
4	<u>System Console:</u>	\$5,495.00	1 Lot	\$5,495.00
4a	Pop-Up LCD Monitor w/Pres. Pad (Part #5513D-AE)		1	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION ⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
5	<u>Communications Equipment:</u>	\$2,981.00	1 Lot	\$2,981.00
5a	USRobotics 56K External Modem (Part #12669E-56)		2	
5b	ST-1016 SCSI Terminal Server (Part #7442)		1	
5c	Modem Cable 10' (Part #15369E010)		1	
5d	SCSI Cable 50P HD -50P HD, 10' (Part #15444E010)		1	
5e	SCSI Cable 68P HD - 50P HD, 2.5' (Part #15453E003)		6	
5f	10BaseT UTP Cable - 15M (Part # 40114C)		1	
6	<u>Line Printer:</u>	\$10,857.00	1 Lot	\$10,857.00
6a	900LPM Line Impact Printer, LAN, Parallel/Serial (Part #6962)		1	
6b	120M/150M Ribbons (2/box) (Part #12394)		10	
6c	Printer Installation (Part #13INST40B)		1	
7	Compaq Proliant Intel Pentium, 200 MHz, 4GB, SMP NT Server (Compaq Part #CMPQ14982) ⁽⁵⁾	\$50,000.00	1 Lot	\$50,000.00
8	EXISTING SYSTEM HARDWARE SUB-TOTAL			\$337,715.00
8	<u>Affinity Server and Report Server</u>			
8a	SIS-LACO:P SERIES 615 (Part # 7029-6C3 0000)	\$45,660.30	2	\$ 91,320.60
8b	IDE SLIMLINE DVD-ROM DRIVE (Part # 7029- 6C3 2640)		2	
8c	PWR GXT135P GRAPHICS ACCELER. (Part # 7029-6C3 2849)		2	
8d	36.4GB 10,000RPM DISK DRIVE (Part # 7029- 6C3 3273)		4	
8e	SCSI CAB,RISER 2 LVD MED.DEV. (Part # 7029- 6C3 4263)		2	
8f	RACK INDICATOR, RACK #1 (Part # 7029-6C3 4651)		2	
8g	SOFTWARE PREINSTALL (Part # 7029-6C3 5005)		2	
8h	IBM BASE-TX ETHERN.PCI-X ADPT (Part # 7029-6C3 5701)		2	
8i	20/40GB 4MM INTERN.TAPE DRIVE (Part # 7029-6C3 6158)		2	
8j	2GIGAB.FIBRE CHANN.PCI-X ADPT (Part # 7029-6C3 6239)		4	
8k	PWR SUPP,680WATT AC,HOT-SWAP (Part # 7029-6C3 3266)		4	
8l	UTRA3 SCSI 4-PACK (Part # 7029-6C3 6574)		2	
8m	8192MB(4X2046MB) DIMMS,EXP.CONF (Part # 7029-6C3 8159)		2	
8n	2WAY1.45GHZ PW4+P.CARD,EXP.CON (Part # 7029-6C3 8187)		2	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION ⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
8o	FC IN.FOR EXP.C PS(284C/284E) (Part # 7029-6C3 8190)		2	
8p	LANGUAGE GROUP SPECIFY-US ENG. (Part # 7029-6C3 9300)		2	
8r	PWR.CORD(4M) SPCF-ALL (Part # 7029-6C3 9911)		2	
8s	SYSTEM INTEGRATION FEE		2	
8t	3 YEAR PREPAID HW/OS SERVICESUITE	\$11,332.28	2	\$22,664.56
9	<u>Storage Affinity and Storage Report</u>			
9a	FASTT600 STORAGE SERVER (Part # 1722-60U 000)	\$50,586.50	2	\$101,173.00
9b	SHORT WAVE SFP GBIC (Part # 1722-60U 2210)		4	
9c	2GB FC,73.4GB/15K DRIVE MOD. (Part # 1722-60U 5213)		12	
9d	5M LC-LC FIBRE OPTIC CABLE (Part # 1722-60U 5605)		4	
9e	FASTT600 AIX HOST KIT (Part # 1722-60U 7711)		2	
9f	FASTT600 4-STORAGE PART.ACTIV. (Part # 1722-60U 8804)		2	
9g	SAN JOSE ROUTING FEATURE (Part # 1722-60U 9202)		2	
9h	Factory Install FASiT Storage Manager (Part # 1722-60U 9641)		2	
9i	Hardware Integration		2	
9j	EPac 3yr onsite 24x7 (FASiT 600) (Part # 1722-60U-M)	\$4,873.70	2	\$9,747.40
10	<u>TSM Server</u>			
10a	x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB, Ultra320 (Part # 867071X)	\$22,341.80	1	\$22,341.80
10b	3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor (Part # 02R1988)		1	
10c	1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM (Part # 33L5039)		2	
10d	IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0726)		2	
10e	IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0728)		4	
10f	IBM Total Storage FASiT FC2-133 Host Bus Adapter (Part # 24P0960)		2	
10g	IBM ServeRAID-6i SCSI Controller (Part # 71P8595)		1	
10h	NetXtreme 1000 T Dual Port Ethernet Adapter (Part # 31P6401)		1	
10i	Remote Supervisor Adapter II (Part # 59P2984)		1	
10j	xSeries 514W Hot Swap Redundant Power Supply (Part # 74P4965)		1	
10k	Hardware Integration		1	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION ⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
10l	EPac 3yr onsite 24x7 (x345) (Part # 21P2093)	\$936.00	1	\$936.00
11	ULTRIUM TAPE LIBRARY (Part # 3582-L23 000)	\$45,247.80	1	\$45,247.80
11a	RMU/SPECIALIST (Part # 3582-L23 1660)		1	
11b	25m LC-LC Fibre cable (Part # 3582-L23 6025)		2	
11c	RACK MOUNT KIT (Part # 3582-L23 7003)		1	
11d	1 CLEANING CARTRIDGE (Part # 3582-L23 8002)		2	
11e	LTO ULTRIUM 2 FIBRE DRIVE (Part # 3582-L23 8105)		2	
11f	20-PACK ULTRIUM 2 DATA CART (Part # 3582-L23 8110)		3	
11g	ATTACHED TO WINDOWS SYSTEM (Part # 3582-L23 9212)		1	
11h	2.7M POWER CORD 125V US/CANADA (Part # 3582-L23 9800)		1	
11i	RACK POWER CORD - SINGLE (Part # 3582-L23 9860)		1	
11j	Ultrium 3 yr maintenance	\$2,990.00	1	\$2,990.00
12	Rack			
12a	7014-T42 : Rack 1:IBM RS/6000 Rack Model T42 (Part # 7014-T42 0000)	\$9,581.00	1	\$9,581.00
12b	Rack Content Specify: 7038/6M2 - 8U (Part # 7014-T42 0195)		2	
12c	Rack Content: 7316-TF2 / 1EIA (Part # 7014-T42 0216)		1	
12d	Front door (Black) for 2.0M(High Perforation) racks. (Part # 7014-T42 6069)		1	
12f	Power Cord: Device/Dwr to Rack PDU (Part # 7014-T42 6095)		6	
12g	Side panel (black) for 1.8M or 2M racks (Part # 7014-T42 6098)		2	
12h	Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 7176)		2	
12i	Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 9176)		1	
12j	Language Group: US English (Part # 7014-T42 9300)		1	
12k	Power Cord Specify - US/Canada (Part # 7014-T42 9800)		1	
12l	3 yr maintenance rack (Part # 7316-TF2-M)	\$1,003.75	1	\$1,003.75
13	FLAT PANEL COLOR MONITOR (Part # 7316-TF2 0000)	\$4,338.10	1	\$4,338.10
13a	CPU TO VGA SW ATTACH. CBL 7FT (Part # 7316-TF2 4243)		3	
13b	SPACE SAVER 2 KEYBOARD, US ENG (Part # 7316-TF2 6050)		1	
13c	POWER CORD (4M) - ALL (Part # 7316-TF2 9911)		1	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁶⁾

<u>ITEM NO.</u>	<u>DESCRIPTION ⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
13d	3 yr maintenance monitor (Part # 7316-TF2-M)	\$569.69	1	\$569.69
14	Cisco Switch (Part # 3750-24TS)	\$17,946.50	1	\$17,946.50
14a	Cybex Autoview 200 KVM Switch 8 Ports (Part # 128104)		1	
14b	IP Switch for KVM (Part # SVIP1010-AM)		1	
NEW SYSTEM HARDWARE SUB-TOTAL				\$329,860.20
SYSTEM HARDWARE TOTAL				\$667,275.20

⁽¹⁾ This hardware may be physically located at HDH or OVUMC or HUMC. All part numbers for Item Numbers 1 through 6 are Data General Corporation. All part number for Item Numbers 8 through 14 are IBM Corporation.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.7 of the body of the Agreement.

⁽³⁾ Includes all installation costs for each System Hardware component.

⁽⁴⁾ This item is a "critical component" for purposes of Paragraph IX (Additional Remedies for Failure of System Hardware) of Exhibit B (Schedule of Payments).

⁽⁵⁾ This item has not yet been provided as of the effective date of this Amendment Number One.

⁽⁶⁾ Item Numbers 1 through 7 will be replaced in their entirety by Item Numbers 8 through 14 upon written County's approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) For New System Hardware) of Exhibit A (Statement of Work).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

II. SYSTEM SOFTWARE

A. Application Software⁽¹⁾:

ITEM NO.	APPLICATION SOFTWARE MODULE ⁽²⁾	FIXED ONE-TIME LICENSE FEE ⁽³⁾	FIXED INSTALL COST ⁽⁴⁾⁽⁸⁾
1	Admitting/Discharge/Transfer/ Registration/Medical Records Index (ADTR/MRI)	\$195,000.00	\$76,500.00
2	Patient Accounting (PA) ⁽⁵⁾	\$263,750.00	\$100,000.00
3	Patient Scheduling System (PSS)	\$195,000.00	\$76,500.00
4	Medical Records - Medical Records Abstracting (MRA) ⁽⁶⁾ - Medical Records Control (MRC) ⁽⁶⁾ - DRG/Case Mix (DRG) ⁽⁶⁾	\$190,125.00	\$100,000.00
5	Utilization Management (UM)	\$56,100.00	\$36,720.00
6	Quality Management (QM)	\$56,100.00	\$36,720.00
7	Order Entry/Results Reporting (OE/RR)	\$235,620.00	\$127,500.00
8	Department Management (DM)	\$96,600.00	\$40,800.00
9	Clinical Documentation - Vital Signs and Intake/Output (VS & I/O) ⁽⁷⁾ - Activity Charting (AC) ⁽⁷⁾	\$75,480.00 \$75,480.00	\$33,333.33 \$33,333.33
10	Clinical Documentation - Charting and Assessment (CHASS) ⁽⁷⁾	\$75,480.00	\$33,333.34
11	Acuity and Staffing Requirements (ASR)	\$35,700.00	\$30,000.00
12	Medication Charting (MC) ⁽⁹⁾	\$60,000.00	\$30,000.00
13	Chart View (CV) (Unlimited Users)	\$250,000.00	\$100,000.00
14	General Ledger (GL)	\$99,200.00	\$45,000.00
15	Accounts Payable (AP)	\$68,000.00	\$45,000.00
16	Health Notes (HN)	\$96,600.00	\$40,000.00

APPLICATION SOFTWARE MAXIMUM TOTAL \$ 2,124,235.00 \$ 984,740.00

⁽¹⁾ This Application Software may be physically located at RLAMC or HUMC or KDMC. Application Software includes Affinity Report Writer Operating Software and Affinity System Management Operating Software functionality.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.9 of the body of the Agreement.

⁽³⁾ The Fixed One-Time License Fee is for the Baseline Application Software portion of each Application Software module. COUNTY shall not be charged any license fees for any COUNTY-requested and approved software modifications developed and purchased for HUMC, OVUMC, and/or LAC+USCMC prior to the

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

Effective Date under COUNTY Agreement Numbers A51549 (HUMC & OVUMC) and A53813 (LAC+USCMC). COUNTY shall not be charged any license fees for COUNTY-requested CP Modifications under this Agreement, provided that the cost of COUNTY-requested CP Modifications under this Agreement shall be determined in accordance with Paragraph IV (Professional Services Pool Hours) of Exhibit B (Schedule of Payments).

⁽⁴⁾ Fixed Install Cost includes: project management (Deliverables 1.1 and 1.2), application project administration assistance (Deliverable 4), Application Software modules installation (Deliverable 5.1), Application Software modules documentation (Deliverable 5.8), validation of dictionaries (Deliverable 6.2), Application Coordinator training (Deliverable 9.1) and associated Application Coordinator training materials (Deliverable 9.2), and on-site implementation support (Deliverable 11) for each Application Software module, and includes final project acceptance report (Deliverable 14) and post implementation review (Deliverable 15).

⁽⁵⁾ COUNTY has purchased the license to Patient Accounting. Phase I implementation shall include Case Management functionality as previously installed at HUMC, OVUMC, and/or LAC+USCMC under County Agreement Numbers A51549 (HUMC and OVUMC) and A53813 (LAC+USCMC), including some of the functionality in Patient Accounting and all of the functionality in modifications previously developed and purchased for HUMC, OVUMC, and/or LAC+USCMC under County Agreement Numbers A51549 (HUMC and OVUMC) and A53813 (LAC+USCMC), and any additional Patient Accounting functionality as mutually agreed to by CONTRACTOR and COUNTY. Implementation of the remaining portions of Patient Accounting shall be at COUNTY's option and shall occur in later Phase(s), and any additional implementation services provided by CONTRACTOR shall be subject to procurement and payment as other professional services pursuant to Task 17 (Other Professional Services) of Exhibit A (Statement of Work).

⁽⁶⁾ Included in Fixed One-Time License Fee and Fixed Install Cost for Medical Records.

⁽⁷⁾ Included in Fixed One-Time License Fee and Fixed Install Cost for Clinical Documentation.

⁽⁸⁾ Fixed Install Cost subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

⁽⁹⁾ Fixed One-Time License Fee for Medication Charting shall be waived if COUNTY Facility also elects to purchase Clinical Documentation.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>	<u>FIXED INSTALL COST⁽⁷⁾</u>
B.1	<u>Operating Software Associated with System Hardware⁽¹⁾⁽¹⁶⁾:</u>				
1	DG/UX R4.11MU02	\$16,000.00	1 Lot	\$16,000.00	\$0.00
1a	DG/UX for Intel L/M/D 4-user (Part #P001AFA1CD)		1		
1b	DG/UX for Intel Upgrade to Unlimited user (Part #P001ASA9FN)		1		
2	UX/RPM Performance Monitor LMD LG Server (Part #R058AZD1CD)	\$2,495.00	1	\$2,495.00	\$0.00
3a	Cache' Enterprise: Platform Independent, Multi Server (96 concurrent users) (formerly known as InterSystems Enterprise Cache) ⁽¹⁷⁾	\$43,700.00	1	\$43,700.00	\$7,500.00
3b	Cache' Enterprise: Platform Independent, Multi Server (104 concurrent users) (formerly known as InterSystems Enterprise Cache) ⁽¹⁷⁾	\$104,000.00	1	\$104,000.00	\$0.00
4	SoTek Graftsman for DOS (Part # Site) ⁽³⁾	\$95.00	1	\$95.00	\$0.00
5	SoTek Graftsman for UNIX (Part # 8 user) ⁽³⁾	\$1,550.00	1	\$1,550.00	\$0.00
	Existing Operating Software Associated with System Hardware Sub-Total			\$167,840.00	\$7,500.00
6	AIX 5.1 SPO (Part #5692-A5L 0000)	\$65.00	2	\$130.00	\$0.00
6a	AIX 5L V5.2 BASE (Part #5692-A5L 0947)		2		
6b	AIX 5L V5.2 EXPANSION PACK (Part #5692-A5L 0949)		2		
6c	AIX 5L V5.2 UPDATE CD (Part #5692-A5L 0965)		2		
6d	PERFORMANCE AIDE V3.1 (Part #5692-A5L 0971)		2		
6e	CMM (Part #5692-A5L 0975)		2		
6f	MEDIA PROCESS CHARGE CD ROM (Part #5692-A5L 1004)		2		
6g	ENGLISH (Part #5692-A5L 2924)		2		

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
6h	MEDIA CD-ROM (Part #5692-A5L 3410)		2		
6i	PRELOAD (AUS FEATURE 5005) (Part #5692-A5L 5005)		2		
6j	ENGLISH (Part #5692-A5L 5924)		2		
6k	ASSET REGISTRATION (Part #5692-A5L 9001)		2		
6l	AIX 5L FOR POWER V5.2 (Part #5765-E62 0000)		2		
6m	AIX 5L FOR POWER V5.2 (Part #5765- E62 0001)		4		
6n	PREINSTALL (Part #5765-E62 5005)		2		
6o	PERFORMANCE AIDE V3 (Part #5765-E68 0000)	\$413.40	2	\$826.80	\$0.00
6p	PER PROC. SW REG (Part #5765-E68 0005)		4		
6q	C FOR AIX V6.0 (Part #5765-F57 0000)	\$1,404.00	2	\$2,808.00	\$0.00
6r	PER USER (Part #5765-F57 0001)		2		
6s	LOCAL IBM OFFICE EXPEDITE (Part #5765-F57 3445)		2		
6t	CD-ROM MEDIA (Part #5765-F57 5809)		2		
6u	3 yr 7X24 Maintenance for AIX (Part #5692-A5L-M-A)	\$6,601.90	2	\$12,123.80	\$0.00
6v	System Software Install/Migration	\$20,000.00	2	\$0.00	\$40,000.00
7	MS Windows 2000 Server, 5CAL (Part #C11-00016)	\$999.00	1	\$999.00	\$0.00
7a	IBM Tivoli Storage Manager Extended Edition (for 6 CPU's) (Part #D51MFLL)	\$3,494.40	1	\$3,494.40	\$0.00
7b	IBM Tivoli Storage Manager Extended Edition Media (1) (Part #BJ08BML)	\$32.50	1	\$32.50	\$0.00
7c	IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies) (Part #BJ08DIE)	\$65.00	3	\$195.00	\$0.00
7d	pcAnywhere v11.0 Host & Remote (Part #10055294)	\$199.95	1	\$199.95	\$0.00

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
7e	McAfee VirusScan Professional 7.0 (5 User) (Part #VSE70E005FAA)	\$300.00	1	\$300.00	\$0.00
7f	System Software Install	\$9,300.00	1	\$0.00	\$9,300.00
7g	3 yr 7X24 maintenance for TSM (Part #D51MFLL-M-TSM)	\$1,341.60	1	\$1,341.60	\$0.00
	New Operating Software Associated with System Hardware Sub-Total			\$22,451.05	\$49,300.00
B.2 <u>Operating Software Associated with Application Software⁽¹⁾:</u>					
1	SQL Connect (SC) (1-16 concurrent users)	\$49,000.00	1	\$49,000.00	\$20,000.00
2	Affinity Event Manager	\$30,000.00	1	\$30,000.00	\$10,000.00
3	Affinity HL7 Library for STC DataGate	\$10,000.00	1	\$10,000.00	\$20,000.00
4	Affinity Report Writer	\$0.00	1	\$0.00	\$30,000.00
5	Affinity System Management	\$0.00	1	\$0.00	\$30,000.00
6	Proactive Systems Fantasia/ Flexforms (a.k.a. Proactive Systems Fantasia) ⁽³⁾⁽⁶⁾	\$16,000.00	1	\$16,000.00	\$0.00
7	X12 835 Health Care Claim Payment/Advice (EDI-835) ⁽¹¹⁾	(10)	1	(10)	(10)
8	JetForms ⁽³⁾	(13)		(13)	(13)
8a	- Affinity JetForm Integration Agent ⁽¹²⁾		1		
8b	- JetForm Designer		2		
8c	- JetForm Central (print engine)		1		
9	PM-Cost Profit Analyzer	(14)	1	(14)	(14)
10	X12 270/271 Eligibility & Benefits (EDI-270/271)	(15)	1	(15)	(15)
	Operating Software Associated with Application Software Subtotal			\$105,000.00	\$110,000.00
B.3 <u>Operating Software Acquired Under An Unlimited User License⁽¹⁾:</u>					
1	GUI/Client Server (GUI) (unlimited users) ⁽⁸⁾⁽⁹⁾	\$408,333.00	1	\$408,333.00	\$15,000.00
	Operating Software Acquired Under An Unlimited User License Subtotal			\$408,333.00	\$15,000.00
	OPERATING SOFTWARE MAXIMUM TOTAL			\$703,524.05	\$181,800.00

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
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RANCHO LOS AMIGOS MEDICAL CENTER

- (1) This Operating Software may be physically located at RLAMC or HUMC or KDMC.
- (2) Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.12 of the body of the Agreement.
- (3) This item is Third Party Software.
- (4) [Intentionally Omitted.]
- (5) [Intentional Omitted.]
- (6) Includes one (1) pc form generator software package.
- (7) Fixed Install Cost subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.
- (8) This software includes H-Term PC Emulation and is acquired under an unlimited user site license for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC, pursuant to Exhibit J (System Software License). COUNTY acknowledges that System Hardware and Operating Software capacities may have a practical impact on the number of concurrent users on the System.
- (9) The total one-time Fixed Unit Cost to COUNTY for unlimited user site license for GUI for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC is One Million Two Hundred Twenty-Five Thousand Dollars (\$1,225,000), regardless of which COUNTY Facility(ies) participate in making such payment to CONTRACTOR. Ninety-five percent (95%) of the entire Fixed Unit Cost must be paid in full by no later than September 30, 1998.
- (10) COUNTY acquired this item under COUNTY Purchase Order Number Q-41526, dated May 6, 1999, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.
- (11) Payor electronic remittances must be ANSI 835 version 4010.
- (12) CONTRACTOR will ensure Affinity file systems are appropriately configured to operate with JetForms.
- (13) COUNTY acquired this item under COUNTY Purchase Order Number S40534, dated November 15, 2000, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.
- (14) COUNTY acquired this item under COUNTY Purchase Order Number P42285, dated June 30, 2003, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.
- (15) COUNTY acquired this item under COUNTY Purchase Order Number P42273, dated June 30, 2003, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

⁽¹⁶⁾ Item Numbers 1 through 2 will be replaced in their entirety by Item Numbers 6 through 7 upon County's written approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) For New System Hardware) of Exhibit A (Statement of Work).

⁽¹⁷⁾ Cache' Enterprise: Platform Independent, Multi Server (formerly known as InterSystems Enterprise Cache) Operating Software is license for an aggregate number of 3,446 concurrent users for all County Facilities, HUMC, OVUMC, and LAC+USCMC and COUNTY-approved satellite clinics of these facilities.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

III. INTERFACES/CONVERSIONS

A. Interfaces:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED INSTALL COST⁽³⁾⁽⁴⁾</u>
1	Affinity to Interface Engine (ADTR/MRI)	(1)
2	Affinity to Interface Engine (Order Entry/Results Reporting)	(1)
3	Interface Engine to Affinity (Order Entry/Results Reporting)	(1)
4	Interface Engine to Affinity (Patient Accounting)	(1)
5	Point-to-Point (ADTR/MRI to Embosser)	\$5,000.00
6	Point-to-Point (Medical Records from 3M Encoder)	\$5,000.00
7	Point-to-Point (Patient Accounting to HBOC)	<u>\$7,500.00</u>
INTERFACES MAXIMUM TOTAL		\$17,500.00

B. Conversions:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	IBAX to ADTR/MRI	(2)
2	HBOC Pricing and Activity to PA	(2)
CONVERSIONS MAXIMUM TOTAL		(2)

⁽¹⁾ All installation costs are included in the Fixed Install Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate under Subsection B.2 (Operating Software Associated with Application Software) of Section II (System Software) of this Attachment B.

⁽²⁾ Total cost shall be set forth in COUNTY-approved System Design Report pursuant to Subparagraph 7.2 (Subtask 7.2 - Prepare and Provide System Design Reports for Pre-Production Use Automated Data Conversions) of Exhibit A (Statement of Work).

⁽³⁾ Includes all installation costs for each Interface.

⁽⁴⁾ Subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

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RANCHO LOS AMIGOS MEDICAL CENTER

IV. SERVICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>MAXIMUM COST</u>
1	Operations Personnel Training ⁽⁴⁾	⁽¹⁾	\$19,640.00
2	Migration of Application Software and Data ⁽²⁾	\$15,000.00	\$15,000.00
3	Out-of-Pocket Expenses ⁽³⁾	N/A	<u>\$96,500.00</u>
SERVICES MAXIMUM TOTAL			\$131,140.00

⁽¹⁾ See Subtask 3.3 (Provide Operations Personnel Training) and Attachment E (Operations Personnel Training) of Exhibit A (Statement of Work).

⁽²⁾ See Subtask 5.2 (Migrate Application Software and Data) of Exhibit A (Statement of Work).

⁽³⁾ See Section VI (Out-of Pocket Expense Payments) of Exhibit B (Schedule of Payments).

⁽⁴⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.10 of the body of the Agreement.

V. COMMUNICATIONS NETWORK

NOT APPLICABLE

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

RANCHO LOS AMIGOS MEDICAL CENTER

VI. TEST HARDWARE AND OPERATING SOFTWARE (HDH & RLAMC Only)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST</u>
A. Test Hardware				
1	CPU - DG AViiON 6240 (Serial Number 95050-7) ⁽¹⁾ and related components acquired from and maintained by CONTRACTOR under County Agreement Number A51549 (HUMC & OVUMC)	N/A	1 Lot	N/A
2	CLARiiON HA Package - Rackmount (Model #79201R-E) ⁽²⁾	N/A	1	N/A
3	Replace 8MB Cache w/64MB Cache (Model #R7341) ⁽²⁾	N/A	1	N/A
4	CLARiiON 4GB Disk Module (Model #79012-HF) ⁽²⁾	N/A	10	N/A
5	D1600I 14" Terminal, Green Ergonomic (Model #6945G) ⁽²⁾	N/A	1	N/A
6	D1600I Keyboard/Power Cord (Model #G6001A-A) ⁽²⁾	N/A	1	N/A
7	20' Wide Differential SCSI Cable (Model #15418E020) ⁽²⁾	N/A	2	N/A
8	Adapter Cable 68P to Champ (Male) (Model #1517E003) ⁽²⁾	N/A	2	N/A
9	Disk Array Management License Internal Code Svc (Model #R057AZN4LD) ⁽²⁾	N/A	1	N/A

B. Operating Software

<u>ITEM NO.</u>	<u>OPERATING SOFTWARE⁽³⁾</u>	<u>QTY</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>
1	DG/UX Operating System acquired and maintained under County Agreement Number A51549 (HUMC and OVUMC) ⁽¹⁾	1	N/A	N/A

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SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
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RANCHO LOS AMIGOS MEDICAL CENTER

2	MUMPS/SQL(M/SQL) (192 Users) acquired and maintained under County Purchase Order Number R41610 and any successor County Purchase Orders	1	N/A	N/A
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⁽¹⁾ Maintained by CONTRACTOR under County Agreement Number A51549 (HUMC & OVUMC) and any successor agreements and/or purchase orders.

⁽²⁾ This is an upgrade to Test Hardware shown in Item No. 1. Acquired by COUNTY and maintained by CONTRACTOR under County Purchase Order Number PT40047. Maintained by CONTRACTOR under such County Purchase Order and any successor agreements and/or purchase orders.

⁽³⁾ This operating software is physically located at HUMC.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁵⁾

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
1	<u>Data General AViiON 5900 Processor Chassis</u>	\$317,224.00	1 Lot	\$317,224.00
1a	AV5900 w/1 200MHz CPU, 128MB Memory (Part #70671-E) ⁽⁴⁾		1	
1b	Add-on Dual Ppro 200MHz/512K (w/SYS) (Part #7074S) ⁽⁴⁾		1	
1c	Replace Uni Ppro 200MHz/512K with Dual (Part #R7354) ⁽⁴⁾		1	
1d	512 Memory (4x128MB DIMM) (Part #7076) ⁽⁴⁾		3	
1e	Replace 128MB Memory w/512MB DIMM (Part #R7353) ⁽⁴⁾		1	
1f	Replace 1 Channel Diff SCSI w/4 Channel (Part #R7355) ⁽⁴⁾		1	
1g	Replace 1 Channel Ethernet w/4 Channel (Part #R7357) ⁽⁴⁾		1	
1h	PCI Telnet Controller (Part #7449) ⁽⁴⁾		1	
1i	73" Deeprack Cabinet (Part #14002-G7) ⁽⁴⁾		1	
1j	DG/UX Enable Kit for AV5900 (Part #7083)		1	
2	<u>CLARiiON Disk Array Subsystem</u>	\$137,946.00	1 Lot	\$137,946.00
2a	High Performance HA Array Package - Rack (Part #79201R-E) ⁽⁴⁾		1	
2b	Replace 8MB Cache w/64MB Cache (Part #R7341)		1	
2c	8.6GB 7200 RPM Disk for Clariion Arrays (Part #79013-H)		15	
2d	SCSI Cable 68P HD - 68P HD, 10' (Part #15485E010)		2	
2e	D1600I 14" Terminal, Green, Ergonomic (Part #6945G)		1	
2f	D1200I/D1600I 101 Keyboard, Power Cord (Part #G6001A-A)		1	
3	<u>CSS/PHU Tape Subsystem</u>	\$58,136.00	1 Lot	\$58,136.00
3a	CSS3 RM SCSI 5.25" Chassis SE, 10HH Dev (Part #G6838R-E)		1	
3b	2.5/5GB QIC Tape for Mounting in CSS3 (Part #61017-SQ)		1	
3c	4GB SE SCSI 4mm Tape Add-in 5.25" CSS3 (Part #G6885-Q)		1	
3d	DLT 4000 SE Add-in for CSS3 (Part #5400TS-Q)		2	
3e	DLT 20/40GB Media Cartridge (Part #5400DTC)		50	

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SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁵⁾

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
3f	DLT Cleaning Cartridge (Part #5400CTC)		4	
3g	CSS3 Supplementary DC Power Supply (Part #6879)		1	
3h	6' Host to Peripheral Chassis Cable (Part #15483E006)		1	
3i	Tri-Mode 9-Track Tape Drive (Part #6588-TAE)		1	
3j	3' Universal Cable (Part #15399E003)		1	
4	<u>System Console</u>	\$1,425.00	1 Lot	\$1,425.00
4a	17" Delta 1024x768 LR Multiscan Monitor (Part #26059)		1	
4b	Sculptured PC-101 Keyboard (Part #2935-A)		1	
4c	3-Button Mouse (Part #10791)		1	
5	<u>Communications Equipment</u>	\$10,033.00	1 Lot	\$10,033.00
5a	Telebit T3000 Modem (Part #477125)		2	
5b	Adapter 3Com Termserver - Modem (Part #40743-A)		2	
5c	3Com CS/3100 0-Port Termserver w/Disk (Part #40593D00)		1	
5d	3Com 3C5623 10BaseT Module CS/3N00 (Part #40594TP)		1	
5e	3Com 3C5416 16 Port Module CS/3N00 (Part #40595)		1	
5f	3Com Rack Kit (Part #40597R)		1	
5g	3Com Protocol Pack (Part #40596T60)		1	
5h	CCI 3Com Hydra Cable - 8 legs (Part #40740-A)		2	
5i	10BaseT Cable Connector Adapter - 10 Pack (Part #40538PKG)		2	
5j	10BaseT UTP Cable - 16' (Part #40114B)		10	
5k	SS2 12-Port 10 Base T Hub (Part #40835A)		1	
5l	Matchbox 10BaseT XCVR AUI to RJ45 UTP (Part #40064)		1	
6	<u>Line Printer</u>	\$10,197.00	1 Lot	\$10,197.00
6a	800 lpm Line Dot Matrix Printer (Part #6618-X)		1	
6b	Fastport 3110CX Printer Server (Part #40263CX)		1	
6c	IBM to Centronics Parallel Interface Cable (Part #10235)		1	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁵⁾

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
7	Compaq Proliant Intel Pentium, 200 MHz, 4GB, SMP NT Server (Compaq Part #CMPQ14982)	\$50,000.00	1	<u>\$50,000.00</u>
	EXISTING SYSTEM HARDWARE SUB-TOTAL			\$584,961.00
8	<u>Affinity Server and Report Server</u>			
8a	pSeries 650 Model 6M2 CEC(Part #7038-6M2 0000)	\$138,909.30	2	\$277,818.60
8b	Authorized Assembler Billing Adjustment Indicator(Part #7038-6M2 0005)		2	
8c	Light Mfg Order Indicator - Do Not Build(Part #7038-6M2 0009)		2	
8d	4.7 GB SCSI-2 Auto-docking DVD-RAM Drive(Part #7038-6M2 2629)		2	
8e	POWER GXT135P Graphics Accelerator(Part #7038-6M2 2848)		2	
8f	128-Port Async Adapter (PCI)(Part #7038-6M2 2944)		2	
8g	146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly(Part #7038-6M2 3275)		4	
8h	Backplane For Auto-Docking Media Drives(Part #7038-6M2 4251)		2	
8i	Internal Cable, Integrated Controller To SCSI Backplane(Part #7038-6M2 4255)		2	
8j	Internal Cable, Media Backplane To Ultra SCSI Backplane(4-pack)(Part #7038-6M2 4261)		2	
8k	4096MB (4x1024MB) SDRAM DIMM Memory(Part #7038-6M2 4453)		4	
8l	Rack Indicator, Rack #1(Part #7038-6M2 4651)		2	
8m	Processor Card Backplane For 4-Way Configuration(Part #7038-6M2 5120)		2	
8n	IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter(Part #7038-6M2 5701)		4	
8o	20/40 GB 4mm Internal Auto-docking Tape Drive(Part #7038-6M2 6185)		2	
8p	2 Gigabit Fibre Channel PCI-X Adapter(Part #7038-6M2 6239)		4	
8q	AC Power Supply, 1100 W(Part #7038-6M2 6287)		4	
8r	RIO-2 Remote I/O Loop Adapter, Primary(Part #7038-6M2 6415)		2	
8s	Ultra3 SCSI Backplane for Hot-swap Disks(4- pack)(Part #7038-6M2 6578)		2	
8t	AAP Software Preinstall (RS)(Part #7038-6M2 7305)		2	
8u	2-Way 1.45 GHz POWER4+ Processor Card, Express Config(Part #7038-6M2 8051)		4	
8v	4096MB (4x1024MB) SDRAM DIMM Memory,Express Config(Part #7038-6M2 8052)		4	
8w	Entitlement Feature For Express Configuration -- pSeries 650 (Part #7038-6M2 8057)		2	
8x	Async Cont Cable/128-Port, 4.5Meter(Part		2	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
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MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁵⁾

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
	#7038-6M2 8131)			
8y	Enhanced Remote Async Node 16-P EIA-232(Part #7038-6M2 8137)		2	
8z	Power Specify for AC(Part #7038-6M2 9172)		2	
8aa	Language Group: US English(Part #7038-6M2 9300)		2	
8ab	CUoD Smart Card Indicator,ISU Only(Part #7038-6M2 9580)		2	
8ac	RIO-2 Enablement Indicator(Part #7038-6M2 9581)		2	
8ad	Power Cord Specify - US/Canada(Part #7038-6M2 9800)		2	
8ae	POWER CORD SPECIFY 4M - ALL(Part #7038-6M2 9911)		2	
8af	SIS Integration		2	
8ag	3 YEAR PREPAID HW/OS SERVICESUITE(Part #7036-6M2-M)	\$33,577.16	2	\$67,154.32
9	<u>Storage Affinity and Storage Report</u>			
9a	FASTT600 STORAGE SERVER(Part #1722-60U 0000)	\$102,914.40	2	\$205,882.80
9b	(24P8215) FASTT600 Turbo Feature(Part #1722-60U 2000)		2	
9c	SHORT WAVE SFP GBIC(Part #1722-60U 2210)		12	
9d	2GB FC,73.4GB/15K DRIVE MOD.(Part #1722-60U 5213)		16	
9e	5M LC-LC FIBRE OPTIC CABLE(Part #1722-60U 5605)		8	
9f	(24P8219) FASTT600 Flash/VolumeCopy Activation(Part #1722-60U 7354)		2	
9g	FASTT600 AIX HOST KIT(Part #1722-60U 7711)		2	
9h	SAN JOSE ROUTING FEATURE(Part #1722-60U 9202)		2	
9i	Factory Install FASTT Storage Manager (Part #1722-60U 9641)		2	
9k	Hardware Integration(Part #)		2	
9l	EPac 3yr onsite 24x7 (FASTT 600)(Part #1722-60U-M-A)	\$4,873.70	2	\$9,747.40
10	CISCO STRG SWITCH MDS 9120(Part #2061-020 0000)	\$30,123.60	2	\$60,247.20
10a	FC PORT SW SFP TRANSCEIVER(Part #2061-020 5230)		40	
10b	5 M LC/LC FIBER CABLE(Part #2061-020 5605)		16	
10c	25 M LC/LC FIBER CABLE(Part #2061-020 5625)		24	
10e	AC POWER CORD, NORTH AMERICA(Part #2061-020 9241)		4	
10f	CISCO POST WAR 3YR 8X5 NBD HW(Part #2061-020 7102)	\$3,510.00	2	\$7,020.00
11	<u>TSM Server</u>			

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SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁵⁾

ITEM NO.	DESCRIPTION ⁽²⁾	FIXED UNIT COST	TOTAL QTY	TOTAL COST ⁽³⁾
11a	x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB Ultra320(Part #867071X)	\$22,341.80	1	\$22,341.80
11b	3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor(Part #02R1988)		1	
11c	1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM(Part #33L5039)		2	
11d	IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD(Part #32P0726)		2	
11e	IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD(Part #32P0728)		4	
11f	IBM Total Storage FASTT FC2-133 Host Bus Adapter(Part #24P0960)		2	
11g	IBM ServeRAID-6i SCSI Controller(Part #71P8595)		1	
11h	NetXtreme 1000 T Dual Port Ethernet Adapter(Part #31P6401)		1	
11i	Remote Supervisor Adapter II(Part #59P2984)		1	
11j	xSeries 514W Hot Swap Redundant Power Supply(Part #74P4965)		1	
11k	Hardware Integration		1	
11l	EPac 3yr onsite 24x7(x345)(Part #21P2093)	\$936.00	1	\$936.00
12	ULTRIUM TAPE LIBRARY(Part #3582-L23 0000)	\$45,247.80	1	\$45,247.80
12a	RMU/SPECIALIST(Part #3582-L23 1660)		1	
12b	25m LC-LC Fibre cable(Part #3582-L23 6025)		2	
12c	RACK MOUNT KIT(Part #3582-L23 7003)		1	
12d	1 CLEANING CARTRIDGE(Part #3582-L23 8002)		2	
12e	LTO ULTRIUM 2 FIBRE DRIVE(Part #3582-L23 8105)		2	
12f	20-PACK ULTRIUM 2 DATA CART(Part #3582- L23 8110)		3	
12g	ATTACHED TO WINDOWS SYSTEM(Part #3582-L23 9212)		1	
12h	2.7M POWER CORD 125V US/CANADA(Part #3582-L23 9800)		1	
12i	RACK POWER CORD - SINGLE(Part #3582-L23 9860)		1	
12j	Ultrium 3 yr maintenance(Part #3582-L23-U)	\$2,990.00	1	\$2,990.00
13	<u>Rack</u>			
13a	7014-T42 : Rack 1:IBM RS/6000 Rack Model T42(Part #7014-T42 0000)	\$9,581.00	1	\$9,581.00
13b	Rack Content Specify: 7038/6M2 - 8U(Part #7014-T42 0195)		2	
13c	Rack Content: 7316-TF2 / 1EIA(Part #7014-T42 0216)		1	
13d	Front door (Black) for 2.0M(High Perforation) racks.(Part #7014-T42 6069)		1	
13e	Power Cord: Device/Dwr to Rack PDU(Part		6	

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

I. SYSTEM HARDWARE⁽¹⁾⁽⁵⁾

<u>ITEM NO.</u>	<u>DESCRIPTION⁽²⁾</u>	<u>FIXED UNIT COST</u>	<u>TOTAL QTY</u>	<u>TOTAL COST⁽³⁾</u>
	#7014-T42 6095)			
13f	Side panel (black) for 1.8M or 2M racks(Part #7014-T42 6098)		2	
13g	Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector(Part #7014-T42 7176)		2	
13h	Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector(Part #7014-T42 9176)		1	
13i	Language Group: US English(Part #7014-T42 9300)		1	
13j	Power Cord Specify - US/Canada(Part #7014-T42 9800)		1	
13k	3 yr maintenance rack(Part #7014-TF2-M-R)	\$1,003.75	1	\$1,003.75
14	FLAT PANEL COLOR MONITOR (Part #7316-TF2 0000)	\$4,338.10	1	\$4,338.10
14a	CPU TO VGA SW ATTACH. CBL 7FT (Part #7316-TF2 4243)		3	
14b	SPACE SAVER 2 KEYBOARD, US ENG (Part #7316-TF2 6050)		1	
14c	POWER CORD (4M) - ALL (Part #7316-TF2 9911)		1	
14d	3 yr maintenance monitor(Part #7316-TF2-M-M)	\$569.69	1	\$569.69
15	Cisco Switch (Part #3750-24TS)	\$17,946.50	1	\$17,946.50
15a	Cybox Autoview 200 KVM Switch 8 Ports(Part #128104)		1	
15b	IP Switch for KVM(Part #SVIP1010-AM)		1	
	NEW SYSTEM HARDWARE SUB-TOTAL			\$732,824.96
	SYSTEM HARDWARE TOTAL			\$1,317,785.96

⁽¹⁾ This hardware may be physically located at HDH or OVUMC or HUMC. All part numbers for Item Number 1 through 6 are Data General Corporation. All part numbers for Item Numbers 8 through 15 are IBM Corporation.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.7 of the body of the Agreement.

⁽³⁾ Includes all installation costs for each System Hardware component.

⁽⁴⁾ This item is a "critical component" for purposes of Paragraph IX (Additional Remedies for Failure of System Hardware) of Exhibit B (Schedule of Payments).

⁽⁵⁾ Item Numbers 1 through 7 will be replaced in their entirety by Item Numbers 8 through 15 upon County's written approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) For New System Hardware) of Exhibit A (Statement of Work).

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

II. SYSTEM SOFTWARE

A. Application Software⁽¹⁾:

ITEM NO.	APPLICATION SOFTWARE MODULE ⁽²⁾	FIXED ONE-TIME LICENSE FEE ⁽³⁾	FIXED INSTALL COST ⁽⁴⁾⁽⁸⁾
1	Admitting/Discharge/Transfer/ Registration/Medical Records Index (ADTR/MRI)	\$195,000.00	\$66,500.00
2	Patient Accounting (PA) ⁽⁵⁾	\$263,750.00	\$100,000.00
3	Patient Scheduling System (PSS)	\$195,000.00	\$66,500.00
4	Medical Records - Medical Records Abstracting (MRA) ⁽⁶⁾ - Medical Records Control (MRC) ⁽⁶⁾ - DRG/Case Mix (DRG) ⁽⁶⁾	\$190,125.00	\$100,000.00
5	Utilization Management (UM)	\$56,100.00	\$36,720.00
6	Quality Management (QM)	\$56,100.00	\$36,720.00
7	Order Entry/Results Reporting (OE/RR)	\$235,620.00	\$115,000.00
8	Department Management (DM)	\$96,600.00	\$40,800.00
9	Clinical Documentation - Vital Signs and Intake/Output (VS & I/O) ⁽⁷⁾ - Activity Charting (AC) ⁽⁷⁾	\$75,480.00 \$75,480.00	\$33,333.33 \$33,333.33
10	Clinical Documentation - Charting and Assessment (CHASS) ⁽⁷⁾	\$75,480.00	\$33,333.34
11	Plan of Care (POC)	\$128,520.00	\$50,000.00
12	Acuity and Staffing Requirements (ASR)	\$35,700.00	\$30,000.00
13	Medication Charting (MC) ⁽⁹⁾	\$60,000.00	\$30,000.00
14	Chart View (CV) (Unlimited Users)	\$250,000.00	\$100,000.00
15	General Ledger (GL)	\$99,200.00	\$45,000.00
16	Accounts Payable (AP)	\$68,000.00	\$45,000.00
17	Health Notes (HN)	\$96,600.00	\$40,000.00
APPLICATION SOFTWARE MAXIMUM TOTAL		\$ 2,252,755.00	\$ 1,002,240.00

⁽¹⁾ This Application Software may be physically located at KDMC or HUMC. Application Software includes Affinity Report Writer Operating Software and Affinity System Management Operating Software functionality.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.9 of the body of the Agreement.

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SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

⁽³⁾ The Fixed One-Time License Fee is for the Baseline Application Software portion of each Application Software module. COUNTY shall not be charged any

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

license fees for any COUNTY-requested and approved software modifications developed and purchased for HUMC, OVUMC, and/or LAC+USCMC prior to the Effective Date under COUNTY Agreement Numbers A51549 (HUMC & OVUMC) and A53813 (LAC+USCMC). COUNTY shall not be charged any license fees for CP Modifications under this Agreement, provided that the cost of COUNTY-requested CP Modifications under this Agreement shall be determined in accordance with Paragraph IV (Professional Services Pool Hours) of Exhibit B (Schedule of Payments).

⁽⁴⁾ Fixed Install Cost includes: project management (Deliverables 1.1 and 1.2), application project administration assistance (Deliverable 4), Application Software modules installation (Deliverable 5.1), Application Software modules documentation (Deliverable 5.8), validation of dictionaries (Deliverable 6.2), Application Coordinator training (Deliverable 9.1) and associated Application Coordinator training materials (Deliverable 9.2), and on-site implementation support (Deliverable 11) for each Application Software module, and includes final project acceptance report (Deliverable 14) and post implementation review (Deliverable 15).

⁽⁵⁾ COUNTY has purchased the license to Patient Accounting. Phase I implementation shall include Case Management functionality as previously installed at HUMC, OVUMC, and/or LAC+USCMC under County Agreement Numbers A51549 (HUMC and OVUMC) and A53813 (LAC+USCMC), including some of the functionality in Patient Accounting and all of the functionality in modifications previously developed and purchased for HUMC, OVUMC, and/or LAC+USCMC under County Agreement Numbers A51549 (HUMC and OVUMC) and A53813 (LAC+USCMC), and any additional Patient Accounting functionality as mutually agreed to by CONTRACTOR and COUNTY. Implementation of the remaining portions of Patient Accounting shall be at COUNTY's option and shall occur in later Phase(s), and any additional implementation services provided by CONTRACTOR shall be subject to procurement and payment as other professional services pursuant to Task 17 (Other Professional Services) of Exhibit A (Statement of Work).

⁽⁶⁾ Included in Fixed One-Time License Fee and Fixed Install Cost for Medical Records.

⁽⁷⁾ Included in Fixed One-Time License Fee and Fixed Install Cost for Clinical Documentation.

⁽⁸⁾ Fixed Install Cost subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

⁽⁹⁾ Fixed One-Time License Fee for Medication Charting shall be waived if COUNTY Facility also elects to purchase Clinical Documentation.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
B.1	<u>Operating Software Associated with System Hardware⁽¹⁾⁽¹⁹⁾:</u>				
1	DG/UX R4.11MU02	\$16,000.00	1 Lot	\$16,000.00	\$0.00
1a	DG/UX for Intel L/M/D 4-user (Part #P001AFA1CD)		1		
1b	DG/UX for Intel Upgrade to Unlimited user (Part #P001ASA9FN)		1		
2	UX/RPM Performance Monitor LMD LG Server (Part #R058AZD1CD)	\$2,495.00	1	\$2,495.00	\$0.00
3	InterSystems Open M (Part #1024 Job)	\$296,000.00	1	\$296,000.00	\$7,500.00
4	Cache' Enterprise: Platform Independent, Multi Server (512 concurrent users) (formerly known as InterSystems Enterprise Cache 50/50) ⁽¹²⁾	(11)	1	(11)	(11)
5	Cache' Enterprise: Platform Independent, Multi Server (Upgrade from Cache 50/50) ⁽²⁰⁾	(14)	1	(14)	(14)
6	SoftTek GRAFSMAN for DOS (Part #Site) ⁽³⁾	\$95.00	1	\$95.00	\$0.00
7	SoftTek GRAFSMAN for UNIX (Part #8 user) ⁽³⁾	\$1,550.00	1	\$1,550.00	\$0.00
	Existing Operating Software Associated with System Hardware Sub-Total			\$316,140.00	\$7,500.00
8	AIX 5.1 SPO (Part #5692-A5L 0000)	\$65.00	2	\$130.00	\$0.00
8a	AIX 5L V5.2 BASE (Part #5692-A5L 0947)		2		
8b	AIX 5L V5.2 EXPANSION PACK (Part #5692-A5L 0949)		2		
8c	AIX 5L V5.2 UPDATE CD (Part #5692-A5L 0965)		2		
8d	MEDIA (Part #5692-A5L 0971)		2		
8e	MEDIA PROCESS CHARGE CD ROM (Part #5692-A5L 1004)		2		
8f	ENGLISH (Part #5692-A5L 2924)		2		

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SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
8g	MEDIA CD-ROM (Part #5692-A5L 3410)		2		
8h	LOCAL IBM OFFICE EXPEDITE (Part #5692-A5L 3445)		2		
8i	ENGLISH (Part #5692-A5L 5924)		2		
8j	PREINSTALL (Part #5692-A5L 7305)		2		
8K	ASSET REGISTRATION (Part #5692-A5L 9001)		2		
8l	AIX 5L FOR POWER V5.2 (Part #5765-E62 0000)		2		
8m	AIX 5L FOR POWER V5.2 (Part #5765-E62 0001)		16		
8n	SW Custom QuickShip Indicator (Part #5765-E62 3445)		2		
8n	PREINSTALL (Part #5765-E62 7005)		2		
8o	PERFORMANCE AIDE V3 (Part #5765-E68 0000)	\$826.80	2	\$1,653.60	\$0.00
8p	PERFORMANCE AIDE V3.1 PER PROC. (Part #5765-E68 0005)		8		
8q	C FOR AIX V6.0 (Part #5765-F57 0000)	\$1,404.00	2	\$2,808.00	\$0.00
8r	PER USER (Part #5765-F57 0001)		2		
8s	LOCAL IBM OFFICE EXPEDITE (Part #5765-F57 3445)		2		
8t	CD-ROM MEDIA (Part #5765-F57 5809)		2		
8u	3 yr 7X24 Maintenance for AIX (Part #5692-A5L-M)	\$13,687.70	2	\$27,375.40	\$0.00
8v	System Software Install/Migration	\$20,000.00	2	\$0.00	\$40,000.00
9	MS Windows 2000 Server, 5CAL (Part #C11-00016)	\$999.00	1	\$999.00	\$0.00
9a	IBM Tivoli Storage Manager Extended Edition (for 10 CPU's) (Part #D51MFLL)	\$5,824.00	1	\$5,824.00	\$0.00
9b	IBM Tivoli Storage Manager Extended Edition Media (1) (Part #BJ08BML)	\$32.50	1	\$32.50	\$0.00

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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
9c	IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies) (Part #BJ08DIE)	\$65.00	3	\$195.00	\$0.00
9d	pcAnywhere v11.0 Host & Remote (Part #10055294)	\$199.95	1	\$199.95	\$0.00
9e	McAfee VirusScan Professional 7.0 (5 User) (Part #VSE70E005FAA)	\$300.00	1	\$300.00	\$0.00
9f	System Software Install	\$9,300.00	1	\$0.00	\$9,300.00
9g	3 yr 7X24 maintenance for TSM (Part #D51MFL-M-TSM)	\$2,236.00	1	\$2,236.00	\$0.00
New Operating Software Associated with System Hardware Sub-Total				\$41,753.45	\$49,300.00

B.2 Operating Software Associated with Application Software⁽¹⁾:

1	SQL Connect (SC) (1-16 users)	\$49,000.00	1	\$49,000.00	\$20,000.00
2	Affinity Event Manager	\$30,000.00	1	\$30,000.00	\$10,000.00
3	Affinity HL7 Library for STC DataGate	\$10,000.00	1	\$10,000.00	\$20,000.00
4	Affinity Report Writer	\$0.00	1	\$0.00	\$30,000.00
5	Affinity System Management	\$0.00	1	\$0.00	\$0.00
6	Proactive Systems Fantasia ⁽³⁾⁽⁶⁾	\$16,000.00	1	\$16,000.00	\$0.00
7	X12 835 Health Care Claim Payment/Advice (EDI-835) ⁽¹³⁾	(10)	1	(10)	(10)
8	JetForms ⁽³⁾	(16)		(16)	(16)
8a	- Affinity JetForm Integration Agent ⁽¹⁵⁾		1		
8b	- JetForm Designer		3		
8c	- JetForm Central (print engine)		1		
9	PM-Cost Profit Analyzer	(17)	1	(17)	(17)
10	X12 270/271 Eligibility & Benefits (EDI-270/271)	(18)	1	(18)	(18)
Operating Software Associated with Application Software Subtotal				\$105,000.00	\$80,000.00

B.3 Operating Software Acquired Under An Unlimited User License⁽¹⁾:

1	GUI/Client Server (GUI) (unlimited users) ⁽⁸⁾⁽⁹⁾	\$408,333.00	1	\$408,333.00	\$15,000.00
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ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

II. SYSTEM SOFTWARE (Cont'd)

B. Operating Software⁽²⁾:

ITEM NO.	DESCRIPTION	FIXED UNIT COST	TOTAL QTY	TOTAL COST	FIXED INSTALL COST ⁽⁷⁾
	Operating Software Acquired Under An Unlimited User License Subtotal			\$408,330.00	\$15,000.00
	OPERATING SOFTWARE MAXIMUM TOTAL			\$871,226.50	\$151,800.00

⁽¹⁾ This Operating Software may be physically located at KDMC or HUMC.

⁽²⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.12 of the body of the Agreement.

⁽³⁾ This item is Third Party Software.

⁽⁴⁾ [Intentionally Omitted.]

⁽⁵⁾ [Intentionally Omitted.]

⁽⁶⁾ Includes one (1) pc form generator software package.

⁽⁷⁾ Fixed Install Cost subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

⁽⁸⁾ This software includes H-Term PC Emulation and is acquired under an unlimited user site license for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC, pursuant to Exhibit J (System Software License). COUNTY acknowledges that System Hardware and Operating Software capacities may have a practical impact on the number of concurrent users on the System.

⁽⁹⁾ The total one-time Fixed Unit Cost to COUNTY for unlimited user site license for GUI for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC is One Million Two Hundred Twenty-Five Thousand Dollars (\$1,225,000), regardless of which COUNTY Facility(ies) participate in making such payment to CONTRACTOR. Ninety-five percent (95%) of the entire Fixed Unit Cost must be paid in full by no later than September 30, 1998.

⁽¹⁰⁾ COUNTY acquired this item under COUNTY Purchase Order Number Q-41526, dated May 6, 1999, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

⁽¹¹⁾ COUNTY acquired and paid for this item under COUNTY Purchase Order number Q18738-07568, dated November 12, 1998. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

⁽¹²⁾ 1024 Jobs equals 512 foreground concurrent users plus 512 background processes.

⁽¹³⁾ Payor electronic remittances must be ANSI 835 version 4010.

⁽¹⁴⁾ COUNTY acquired this item under COUNTY Purchase Order Number T40625, dated November 20, 2001, and COUNTY will make payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.

(Revised Under Amendment Number Five of Agreement)

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

- (15) CONTRACTOR will ensure Affinity file systems are appropriately configured to operate with JetForms.
- (16) COUNTY acquired this item under COUNTY Purchase Order Number S40534, dated November 15, 2000, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.
- (17) COUNTY acquired this item under COUNTY Purchase Order Number P42285, dated June 30, 2003, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.
- (18) COUNTY acquired this item under COUNTY Purchase Order Number P42273, dated June 30, 2003, and COUNTY made payment for this item under such COUNTY Purchase Order. Notwithstanding any other provision of this Agreement, this item shall constitute Operating Software under this Agreement.
- (19) Item Numbers 1 through 2 will be replaced in their entirety by Item Numbers 8 through 9 upon County's approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) For New System Hardware) of Exhibit A (Statement of Work).
- (20) Cache' Enterprise: Platform Independent, Multi Server (formerly known as InterSystems Enterprise Cache) Operating Software is license for an aggregate number of 3,446 concurrent users for all County Facilities, HUMC, OVUMC, and LAC+USCMC and COUNTY-approved satellite clinics of these facilities.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

III. INTERFACES/CONVERSIONS

A. Interfaces:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED INSTALL COST⁽³⁾⁽⁴⁾</u>
1	Affinity to Interface Engine (ADTR/MRI)	(1)
2	Affinity to Interface Engine (Order Entry/Results Reporting)	(1)
3	Interface Engine to Affinity (Order Entry/Results Reporting)	(1)
4	Interface Engine to Affinity (Patient Accounting)	(1)
5	Point-to-Point (ADTR/MRI to Embosser)	\$5,000.00
6	Point-to-Point (Medical Records from 3M Encoder)	\$5,000.00
7	Point-to-Point (Patient Accounting to HBOC)	\$7,500.00
8	Point-to-Point (Acuity & Staffing Requirements to ANSOS)	<u>\$7,500.00</u>
INTERFACES MAXIMUM TOTAL		\$25,000.00

B. Conversions:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	PAARS MPI to ADTR/MRI	(2)
2	HBOC Pricing and Activity to PA	(2)
CONVERSIONS MAXIMUM TOTAL		(2)

⁽¹⁾ All installation costs are included in the Fixed Install Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate under Subsection B.2 (Operating Software Associated with Application Software) of Section II (System Software) of this Attachment B.

⁽²⁾ Total cost shall be set forth in COUNTY-approved System Design Report pursuant to Subparagraph 7.2 (Subtask 7.2 - Prepare and Provide System Design Reports for Pre-Production Use Automated Data Conversions) of Exhibit A (Statement of Work).

⁽³⁾ Includes all installation costs for each Interface.

⁽⁴⁾ Subject to CPI-U adjustment in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of the Agreement.

ATTACHMENT B

SCHEDULE OF SYSTEM HARDWARE, SYSTEM SOFTWARE,
SERVICES AND COMMUNICATIONS NETWORK

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

IV. SERVICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>FIXED UNIT COST</u>	<u>MAXIMUM COST</u>
1	Operations Personnel Training ⁽⁴⁾	⁽¹⁾	\$19,640.00
2	Migration of Application Software and Data ⁽²⁾	\$7,500.00	\$7,500.00
3	Out-of-Pocket Expenses ⁽³⁾	N/A	<u>\$97,050.00</u>
SERVICES MAXIMUM TOTAL			\$124,190.00

⁽¹⁾ See Subtask 3.3 (Provide Operations Personnel Training) and Attachment E (Operations Personnel Training) of Exhibit A (Statement of Work).

⁽²⁾ See Subtask 5.2 (Migrate Application Software and Data) of Exhibit A (Statement of Work).

⁽³⁾ See Section VI (Out-of Pocket Expense Payments) of Exhibit B (Schedule of Payments).

⁽⁴⁾ Items and/or prices listed for each COUNTY Facility may be changed by Change Notice pursuant to Subparagraph 6.10 of the body of the Agreement.

V. COMMUNICATIONS NETWORK

NOT APPLICABLE

VI. TEST HARDWARE (HDH & RLAMC Only)

NOT APPLICABLE

AMENDMENT NUMBER FIVE TO
COUNTY AGREEMENT NUMBER 56649

ATTACHMENT 3

Attachment E (Operations Personnel Training) to Exhibit A (Statement of Work)-
(Replacement by revised Attachment E
under Amendment Number Five of Agreement)

**ATTACHMENT E
OPERATIONS PERSONNEL TRAINING
HIGH DESERT HOSPITAL**

If requested in writing by COUNTY's Oversight Project Director pursuant to Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training) of Exhibit A (Statement of Work) and Subparagraph 19.5 (Subtask 19.3 - Provide Operations Personnel Training for New System Hardware) of Exhibit A (Statement of Work), CONTRACTOR shall provide System operations personnel training as follows:

ITEM NO.	<u>COURSE DESCRIPTION</u>	<u>MAXIMUM COUNTY PERSONNEL PER COURSE</u>	<u>TRAINING DAYS (8 HOURS/ DAY) PER COURSE</u>	<u>FIXED COST PER PERSON⁽³⁾</u>	<u>MAXIMUM FIXED COST</u>
1	Operations Training - Data General UNIX User Course-5 days. Data General Model No. S205 ⁽¹⁾⁽³⁾⁽⁵⁾	4	5	\$1,625.00	\$6,500.00
2	Operations Training - Data General UNIX System Administration-5 days. Data General Model No. S288 ⁽¹⁾⁽³⁾⁽⁵⁾	4	5	\$1,895.00	\$7,580.00
3	InterSystems - Introduction to MUMPS-1 day. ⁽²⁾⁽³⁾⁽⁵⁾	4	1	N/A	\$0.00
4	InterSystems - M/SQL System Administration-3 days. ⁽²⁾⁽³⁾⁽⁵⁾	4	3	N/A	\$0.00
5	InterSystems - Cache Systems & Network Management. ⁽²⁾⁽³⁾⁽⁵⁾	4	3	\$1,095.00	\$4,380.00
6	Affinity System Management ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	3.5	N/A	\$ 0.00
7	Affinity Database/Query Language ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	4	N/A	\$ 0.00
8	SQL Connect ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	4	N/A	\$ 0.00
9	Interface Training ⁽¹⁾⁽⁴⁾⁽⁵⁾ A. Affinity Event Manager B. Affinity HL7 Library for STC DataGate	10 10	1 1	N/A N/A	\$ 0.00 \$ 0.00
10	Operations Training - IBM AIX User Course-5 days-IBM Course Code Q1313 ⁽¹⁾⁽⁶⁾	4	5	\$2,500.00	\$10,000.00
11	Operations Training - IBM AIX System Administration-5 days. IBM Course Code Q1314 ⁽¹⁾⁽⁶⁾	4	5	\$2,695.00	\$10,780.00
MAXIMUM FIXED COST FOR OPERATIONS PERSONNEL TRAINING					\$39,240.00

⁽¹⁾ Conducted in Los Angeles and other locations.

⁽²⁾ Conducted in Cambridge, Massachusetts.

⁽³⁾ Subject to third party vendor's price changes, with actual cost to be quoted at time of selection by COUNTY.

⁽⁴⁾ Training cost included in the Fixed Install Cost for each items of Operating Software.

⁽⁵⁾ This course is applicable to Subtask 3.3 (Provide Operations Personnel Training).

⁽⁶⁾ This course is applicable to Subtask 19.3 (Provide Operations Personnel Training for New System Hardware).

ATTACHMENT E
OPERATIONS PERSONNEL TRAINING
RANCHO LOS AMIGOS MEDICAL CENTER

If requested in writing by COUNTY's Oversight Project Director pursuant to Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training) of Exhibit A (Statement of Work) and Subparagraph 19.5 (Subtask 19.3 - Provide Operations Personnel Training for New System Hardware) of Exhibit A (Statement of Work), CONTRACTOR shall provide System operations personnel training as follows:

<u>ITEM NO.</u>	<u>COURSE DESCRIPTION</u>	<u>MAXIMUM COUNTY PERSONNEL PER COURSE</u>	<u>TRAINING DAYS (8 HOURS/ DAY) PER COURSE</u>	<u>FIXED COST PER PERSON⁽³⁾</u>	<u>MAXIMUM FIXED COST</u>
1	Operations Training - Data General UNIX User Course-5 days. Data General Model No. S205 ⁽¹⁾⁽³⁾⁽⁵⁾	4	5	\$1,625.00	\$6,500.00
2	Operations Training - Data General UNIX System Administration-5 days. Data General Model No. S288 ⁽¹⁾⁽³⁾⁽⁵⁾	4	5	\$1,895.00	\$7,580.00
3	InterSystems - Introduction to MUMPS-1 day. ⁽²⁾⁽³⁾⁽⁵⁾	4	1	N/A	\$0.00
4	InterSystems - M/SQL System Administration-3 days. ⁽²⁾⁽³⁾⁽⁵⁾	4	3	N/A	\$0.00
5	InterSystems - Cache Systems & Network Management. ⁽²⁾⁽³⁾⁽⁵⁾	4	3	\$1,095.00	\$ 4,380.00
6	Affinity System Management ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	3.5	N/A	\$ 0.00
7	Affinity Database/Query Language ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	4	N/A	\$ 0.00
8	SQL Connect ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	4	N/A	\$ 0.00
9	Interface Training ⁽¹⁾⁽⁴⁾⁽⁵⁾ A. Affinity Event Manager B. Affinity HL7 Library for STC DataGate	10 10	1 1	N/A N/A	\$ 0.00 \$ 0.00
10	Operations Training - IBM AIX User Course-5 days-IBM Course Code Q1313 ⁽¹⁾⁽⁶⁾	4	5	\$2,500.00	\$10,000.00
11	Operations Training - IBM AIX System Administration-5 days. IBM Course Code Q1314 ⁽¹⁾⁽⁶⁾	4	5	\$2,695.00	\$10,780.00
MAXIMUM FIXED COST FOR OPERATIONS PERSONNEL TRAINING					\$ 39,240.00

⁽¹⁾ Conducted in Los Angeles and other locations.

⁽²⁾ Conducted in Cambridge, Massachusetts.

⁽³⁾ Subject to third party vendor's price changes, with actual cost to be quoted at time of selection by COUNTY.

⁽⁴⁾ Training cost included in the Fixed Install Cost for each item of Operating Software.

⁽⁵⁾ This course is applicable to Subtask 3.3 (Provide Operations Personnel Training).

⁽⁶⁾ This course is applicable to Subtask 19.3 (Provide Operations Personnel Training for New System Hardware).

(Revised Under Amendment Number Five of Agreement)
A-E2

**ATTACHMENT E
OPERATIONS PERSONNEL TRAINING
MARTIN LUTHER KING, JR./DREW MEDICAL CENTER**

If requested in writing by COUNTY's Oversight Project Director pursuant to Subparagraph 3.5 (Subtask 3.3 - Provide Operations Personnel Training) of Exhibit A (Statement of Work) and Subparagraph 19.5 (Subtask 19.3 - Provide Operations Personnel Training for New System Hardware) of Exhibit A (Statement of Work), CONTRACTOR shall provide System operations personnel training as follows:

<u>ITEM NO.</u>	<u>COURSE DESCRIPTION</u>	<u>MAXIMUM COUNTY PERSONNEL PER COURSE</u>	<u>TRAINING DAYS (8 HOURS/ DAY) PER COURSE</u>	<u>FIXED COST PER PERSON⁽³⁾</u>	<u>MAXIMUM FIXED COST</u>
1	Operations Training - Data General UNIX User Course-5 days. Data General Model No. S205 ⁽¹⁾⁽³⁾⁽⁵⁾	4	5	\$1,625.00	\$6,500.00
2	Operations Training - Data General UNIX System Administration-5 days. Data General Model No. S288 ⁽¹⁾⁽³⁾⁽⁵⁾	4	5	\$1,895.00	\$7,580.00
3	InterSystems - Introduction to MUMPS- 1 day. ⁽²⁾⁽³⁾⁽⁵⁾	4	1	\$395.00	\$1,580.00
4	InterSystems - M/SQL System Administration-3 days. ⁽²⁾⁽³⁾⁽⁵⁾	4	3	\$995.00	\$3,980.00
5	InterSystems - Cache Systems & Network Management. ⁽²⁾⁽³⁾⁽⁵⁾	4	3	\$1,095.00	\$ 4,380.00
6	Affinity System Management ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	3.5	N/A	\$ 0.00
7	Affinity Database/Query Language ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	4	N/A	\$ 0.00
8	SQL Connect ⁽¹⁾⁽⁴⁾⁽⁵⁾	6	4	N/A	\$ 0.00
9	Interface Training ⁽¹⁾⁽⁴⁾⁽⁵⁾ A. Affinity Event Manager B. Affinity HL7 Library for STC DataGate	10 10	1 1	N/A N/A	\$ 0.00 \$ 0.00
10	Operations Training - IBM AIX User Course-5 days-IBM Course Code Q1313 ⁽¹⁾⁽⁶⁾	4	5	\$2,500.00	\$10,000.00
11	Operations Training - IBM AIX System Administration-5 days. IBM Course Code Q1314 ⁽¹⁾⁽⁶⁾	4	5	\$2,695.00	\$10,780.00
MAXIMUM FIXED COST FOR OPERATIONS PERSONNEL TRAINING					\$ 44,800.00

⁽¹⁾ Conducted in Los Angeles and other locations.

⁽²⁾ Conducted in Cambridge, Massachusetts.

⁽³⁾ Subject to third party vendor's price changes, with actual cost to be quoted at time of selection by COUNTY.

⁽⁴⁾ Training cost included in the Fixed Install Cost for each item of Operating Software.

⁽⁵⁾ This course is applicable to Subtask 3.3 (Provide Operations Personnel Training).

⁽⁶⁾ This course is applicable to Subtask 19.3 (Provide Operations Personnel Training for New System Hardware).

AMENDMENT NUMBER FIVE TO
COUNTY AGREEMENT NUMBER 56649

ATTACHMENT 4

Exhibit B (Schedule of Payments) -
(Replacement Pages B-1 through B-39,
B-41 through B-45, B-47 through B-53, B-62, and
Additional Pages B-36.1 through B-36.15
under Amendment Number Five of Agreement)

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
1	1.1	Monthly COUNTY Facility Project Status Reports and Meetings	(8)	0	(8)	0	(8)
2	1.2	Weekly COUNTY Facility Project Review Meetings and Minutes	(8)	0	(8)	0	(8)
3	2.1	Verify Communications Network Expansion Plan	(17)	5%	(17)	0	(17)
		Installation, Configuration, and Certification Services	54,781.40	5%	2,739.07	0	2,739.07
		Project Management Services	28,750.00	5%	1,437.50	0	1,437.50
		Horizontal Cable Plant	42,198.30	5%	2,109.92	174.07	2,283.98
4	2.2	Communications Network Certification	0	0	0	0	0
5	2.3	Main Telecommunications Area	(17)	40%	(17)	0	(17)
		Installation, Configuration, and Certification Services	54,781.40	40%	21,912.56	0	21,912.56
		Project Management Services	28,750.00	40%	11,500.00	0	11,500.00
		Horizontal Cable Plant	42,198.30	40%	16,879.32	1,392.54	18,271.86
6	2.4	600 Ward and 200 Ward (Hub-2 and Hub-3)	(17)	10%	(17)	0	(17)
		Installation, Configuration, and Certification Services	54,781.40	10%	5,478.14	0	5,478.14
		Project Management Services	28,750.00	10%	2,875.00	0	2,875.00
		Horizontal Cable Plant	42,198.30	10%	4,219.83	348.14	4,567.97
7	2.5	Munsie Building	(17)	20%	(17)	0	(17)
		Installation, Configuration, and Certification Services	54,781.40	20%	10,956.28	0	10,956.28
		Project Management Services	28,750.00	20%	5,750.00	0	5,750.00
		Horizontal Cable Plant	42,198.30	20%	8,439.66	696.27	9,135.93
8	2.6	Medical Services Trailers	(17)	15%	(17)	0	(17)
		Installation, Configuration, and Certification Services	54,781.40	15%	8,217.21	0	8,217.21
		Project Management Services	28,750.00	15%	4,312.50	0	4,312.50
		Horizontal Cable Plant	42,198.30	15%	6,329.75	522.20	6,851.95
9	2.7	Temporary Relocation of Equipment and/or Furniture	0	0	0	0	0
10	2.8	Delivery of Updated "As Built" Drawings	(17)	(17)	(17)	0	(17)
		Installation, Configuration, and Certification Services	54,781.40	10%	5,478.14	0	5,478.14
		Project Management Services	28,750.00	10%	2,875.00	0	2,875.00
		Horizontal Cable Plant	42,198.30	10%	4,219.83	348.14	4,567.97
		Intelligent Hubs	253,349.14	30%	76,004.74	6,270.39	82,275.13
11	2.9	Changes to Communications Network Expansion Plan	0	0	0	0	0

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL	PAYMENT %	AMOUNT DUE	SALES/USE	FIXED	
			PRICE			TAX	PAYMENT TOTAL	
12	2.10	Complete Communications Network Personnel Training	(1)	100%	(1)	0	(1)	
		2.10.1 - UB Networks - OS/2 NetDirector Network Management (W1)	8,250.00	100%	8,250.00	0	8,250.00	
		2.10.2 - UB Networks - GeoLAN/100 Product Overview and Installation (W3)	3,300.00	100%	3,300.00	0	3,300.00	
		2.10.3 - UB Networks - GeoProducts (ATM, GeoLAN/500, GeoSwitch, GeoRim) Product Overview and Installation (W4)	8,250.00	100%	8,250.00	0	8,250.00	
		2.10.4 - UB Networks - Internetworking (W5)	4,950.00	100%	4,950.00	0	4,950.00	
		2.10.5 - UB Networks - Access/EMPower (W9)	3,300.00	100%	3,300.00	0	3,300.00	
		2.10.6 - UB Networks - NETscout (W10)	3,300.00	100%	3,300.00	0	3,300.00	
		2.10.7 - Global Knowledge Network - Supporting Microsoft Windows NT (Class 211)	6,765.00	100%	6,765.00	0	6,765.00	
		2.10.8 - Global Knowledge Network - Managing Microsoft Windows NT Advanced Server (Class 237)	6,765.00	100%	6,765.00	0	6,765.00	
		2.10.9 - Global Knowledge Network - Microsoft Windows NT Expert Series: Integrating Windows NT Server with Netware Networks (Class 579)	1,633.50	100%	1,633.50	0	1,633.50	
		2.10.10 - Global Knowledge Network - Microsoft Windows NT Server Expert Series: Advanced Troubleshooting (Class 568)	1,633.50	100%	1,633.50	0	1,633.50	
		2.10.11 - Global Knowledge Network - Administering Microsoft Windows NT 4.0 (Class 661)	3,712.50	100%	3,712.50	0	3,712.50	
13	2.11	Provide and Deliver Communications Network Hardware and Software Components	(17)	(17)	(17)	0	(17)	
		Intelligent Hubs	253,349.14	70%	177,344.40	14,630.91	191,975.31	
		Hewlett Packard LAN/WAN Protocol Analyzer	66,017.70	100%	66,017.70	5,446.46	71,464.16	
		Compaq Network Management Station	7,394.58	100%	7,394.58	610.05	8,004.63	
14	3.1	Delivery and Installation of System Hardware and Operating Software	0	0	0	0	0	
15	3.2	Certification of Diagnostic Testing of System Hardware						
		System Hardware	294,332.00	(2)	30%	88,299.60	7,284.72	95,584.32
		System Hardware Installation	(3)	0	(3)	(3)	(3)	
		Operating Software Associated with System Hardware	167,740.00	(2)	30%	50,322.00	4,151.57	54,473.57
		Operating Software Associated with System Hardware Fixed Install Cost	7,500.00	(3)	30%	2,250.00	0	2,250.00
16	3.3	Complete Operations Personnel Training	(1)	100%	(1)	0	(1)	
		3.3.1 - Operations Training - Data General UNIX User Course	6,500.00	100%	6,500.00	0	6,500.00	
		3.3.2 - Operations Training - Data General UNIX System Administration	7,580.00	100%	7,580.00	0	7,580.00	
		3.3.3 - InterSystems - Introduction to Open M	0	0	0	0	0	
		3.3.3.1 - InterSystems -Cache Systems & Network Management	4,380.00	100%	4,380.00	0	4,380.00	
		3.3.4 - InterSystems - Open M System Administration	0	0	0	0	0	

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIVERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		3.3.5 - Affinity System Management	(15)	0	(15)	0	(15)
		3.3.6 - Affinity Database/Query Language	(15)	0	(15)	0	(15)
		3.3.7 - SQL Connect	(15)	0	(15)	0	(15)
		3.3.8 - Interface Training					
		A. Affinity Event Manager	(15)	0	(15)	0	(15)
		B. Affinity HL7 Library for STC DataGate	(15)	0	(15)	0	(15)
17	4	Provide Application Project Administration Assistance	(8)	0	(8)	0	(8)
18	5.1	Application Software Modules and Certain Operating Software Delivery, Installation and Integration	(8)	0	(8)	0	(8)
		- Application Software Fixed One-Time License Fee	(4)	25%	(4)	(4)	(4)
		Phase I					
		5.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	146,250.00	25%	36,562.50	3,016.41	39,578.91
		5.1.2 - Patient Accounting (PA)	197,813.00	25%	49,453.25	4,079.89	53,533.14
		5.1.3 - Patient Scheduling System (PSS)	146,250.00	25%	36,562.50	3,016.41	39,578.91
		5.1.4 - Medical Records (MR)	142,594.00	25%	35,648.50	2,941.00	38,589.50
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		5.1.5 - Utilization Management (UM)	42,075.00	25%	10,518.75	867.80	11,386.55
		5.1.6 - Quality Management (QM)	42,075.00	25%	10,518.75	867.80	11,386.55
		Phase II					
		5.1.7 - Order Entry/Results Reporting (OE/RR)	176,715.00	25%	44,178.75	3,644.75	47,823.50
		5.1.8 - Department Management (DM)	72,450.00	25%	18,112.50	1,494.28	19,606.78
		Phase IV					
		5.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	56,610.00	25%	14,152.50	1,167.58	15,320.08
		- Activity Charting (AC)	56,610.00	25%	14,152.50	1,167.58	15,320.08
		5.1.13 -Chart View (CV)	187,500.00	25%	46,875.00	3,867.19	50,742.19
		Phase V					
		5.1.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	56,610.00	25%	14,152.50	1,167.58	15,320.08
		5.1.10 - Plan of Care (POC)	96,390.00	25%	24,097.50	1,988.04	26,085.54
		Phase VI					
		5.1.11 - Acuity and Staffing Requirements (ASR)	26,775.00	25%	6,693.75	552.23	7,245.98
		Phase VII					
		5.1.14 - General Ledger (GL)	99,200.00	25%	24,800.00	2,046.00	26,846.00
		5.1.15 - Accounts Payable (AP)	68,000.00	25%	17,000.00	1,402.50	18,402.50
		Phase VIII					
		5.1.12 - Medication Charting (MC)	45,000.00	25%	11,250.00	928.13	12,178.13
		Phase IX					
		5.1.16 - Health Notes (HN)	72,450.00	25%	18,112.50	1,494.28	19,606.78
		- Application Software Fixed Install Cost	(5)	30%	(5)	0	(5)
		Phase I					

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		5.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	76,500.00	30%	22,950.00	0	22,950.00
		5.1.2 - Patient Accounting (PA)	100,000.00	30%	30,000.00	0	30,000.00
		5.1.3 - Patient Scheduling System (PSS)	76,500.00	30%	22,950.00	0	22,950.00
		5.1.4 - Medical Records (MR)	100,000.00	30%	30,000.00	0	30,000.00
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		5.1.5 - Utilization Management (UM)	36,720.00	30%	11,016.00	0	11,016.00
		5.1.6 - Quality Management (QM)	36,720.00	30%	11,016.00	0	11,016.00
		Phase II					
		5.1.7 - Order Entry/Results Reporting (OE/RR)	127,500.00	30%	38,250.00	0	38,250.00
		5.1.8 - Department Management (DM)	40,800.00	30%	12,240.00	0	12,240.00
		Phase IV					
		5.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	30%	10,000.00	0	10,000.00
		- Activity Charting (AC)	33,333.33	30%	10,000.00	0	10,000.00
		5.1.13 - Chart View (CV)	100,000.00	30%	30,000.00	0	30,000.00
		Phase V					
		5.1.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	33,333.34	30%	10,000.00	0	10,000.00
		5.1.10 - Plan of Care (POC)	50,000.00	30%	15,000.00	0	15,000.00
		Phase VI					
		5.1.11 - Acuity and Staffing Requirements (ASR)	30,000.00	30%	9,000.00	0	9,000.00
		Phase VII					
		5.1.14 - General Ledger (GL)	45,000.00	30%	13,500.00	0	13,500.00
		5.1.15 - Accounts Payable (AP)	45,000.00	30%	13,500.00	0	13,500.00
		Phase VIII					
		5.1.12 - Medication Charting (MC)	30,000.00	30%	9,000.00	0	9,000.00
		Phase IX					
		5.1.16 - Health Notes (HN)	40,000.00	30%	12,000.00	0	12,000.00
		- Operating Software Associated with Application Software Fixed Unit Cost	(4)	25%	(4)	(4)	(4)
		5.1.1 - Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)					
		-Affinity Report Writer	0	25%	0	0	0
		-Affinity System Management	0	25%	0	0	0
		- Proactive Systems Fantasia	16,000.00	25%	4,000.00	330.00	4,330.00
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		- SQL Connect (SC)	49,000.00	25%	12,250.00	1,010.63	13,260.63
		- Operating Software Associated with Application Software Fixed Install Cost	(5)	30%	(5)	0	(5)
		5.1.1- Application Software Modules and Certain Operating					

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Software Delivery, Installation and Integration for Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)					
		-Affinity Report Writer	30,000.00	30%	9,000.00	0	9,000.00
		-Affinity System Management	30,000.00	30%	9,000.00	0	9,000.00
		- Proactive Systems Fantasia	0	30%	0	0	0
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		-SQL Connect (SC)	20,000.00	30%	6,000.00	0	6,000.00
		- Operating Software Acquired Under an Unlimited User License Fixed Unit Cost	(13)	25%	(13)	(13)	(13)
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		-GUI/Client Server (GUI)	408,333.00	25%	102,083.25	8,421.87	110,505.12
		- Operating Software Acquired Under an Unlimited User License Fixed Install Cost	(5)	30%	(5)	0	(5)
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		-GUI /Client Server (GUI)	15,000.00	30%	4,500.00	0	4,500.00
19	5.2	Migrate Application Software and Data	15,000.00 (14)	100%	15,000.00	0	15,000.00
20	5.3	Prepare and Provide System Design Reports for Pre-Production Use Custom Programming Modifications	(6)	20%	(6)	0	(6)
21	5.4	Develop, Certify and Install Pre-Production Use Custom Programming Modifications	0	0	0	0	0
22	5.5	Develop System Design Reports and Install Pre-Production Use Interfaces					
		5.5.1 - "Custom" Interfaces	(6)	20%	(6)	0	(6)
		5.5.2 - "Compucare Standard" Interfaces	10,000.00 (14)	100%	10,000.00	0	10,000.00
		5.5.3 - "Existing County" Interfaces	7,500.00 (14)	100%	7,500.00	0	7,500.00
		5.5.4 - Modifications to Interfaces	(6)	20%	(6)	0	(6)
23	5.6	Develop, Certify and Install Pre-Production Use Interfaces	0	0	0	0	0
24	5.7	Install Pre-Production Use Interfaces Using Interface Engine Technology					
		- Operating Software Associated with Application Software Fixed Unit Cost					
		Affinity Event Manager	30,000.00 (4)	25%	7,500.00	618.75	8,118.75
		Affinity HL7 Library for STC DataGate	10,000.00 (4)	25%	2,500.00	206.25	2,706.25

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Operating Software Associated with Application Software Fixed Install Cost					
		Affinity Event Manager	10,000.00 (5)	30%	3,000.00	0	3,000.00
		Affinity HL7 Library for STC DataGate	20,000.00 (5)	30%	6,000.00	0	6,000.00
25	5.8	Provide Application Software Modules Documentation	(8)	0	(8)	0	(8)
26	6.1	Complete Dictionary Definitions and Setup and Profile and Parameter Selection	0	0	0	0	0
27	6.2	Validate Dictionaries	(8)	0	(8)	0	(8)
		6.2.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		6.2.2 - Patient Accounting (PA)					
		6.2.3 - Patient Scheduling System (PSS)					
		6.2.4 - Medical Records (MR)					
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		6.2.5 - Utilization Management (UM)					
		6.2.6 - Quality Management (QM)					
		6.2.7 - Order Entry/Results Reporting (OE/RR)					
		6.2.8 - Department Management (DM)					
		6.2.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)					
		- Activity Charting (AC)					
		6.2.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)					
		6.2.10 - Plan of Care (POC)					
		6.2.11 - Acuity and Staffing Requirements (ASR)					
		6.2.12 - Medication Charting (MC)					
		6.2.13 - Chart View (CV)					
		6.2.14 - General Ledger (GL)					
		6.2.15 - Accounts Payable (AP)					
		6.2.16 - Health Notes (HN)					
28	7.1	Develop Pre-Production Use Data Conversion Plans	0	0	0	0	0
29	7.2	Prepare and Provide System Design Reports for Pre- Production Use Automated Data Conversions	(6)	20%	(6)	0	(6)
30	7.3	Develop and Certify Pre-Production Use Automated Data Conversions	(6)	40%	(6)	0	(6)
31	7.4	Execute and Document Results of Pre-Production Use Automated Data Conversions	(6)	40%	(6)	0	(6)
32	8	Develop Departmental Procedures and Processes	(7)	100%	(7)	0	(7)

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
33	9.1	Complete COUNTY Application Coordinator Training	(8)	0	(8)	0	(8)
		9.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		9.1.2 - Patient Accounting (PA)					
		9.1.3 - Patient Scheduling System (PSS)					
		9.1.4 - Medical Records (MR)					
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		9.1.5 - Utilization Management (UM)					
		9.1.6 - Quality Management (QM)					
		9.1.7 - Order Entry/Results Reporting (OE/RR)					
		9.1.8 - Department Management (DM)					
		9.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)					
		- Activity Charting (AC)					
		9.1.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)					
		9.1.10 - Plan of Care (POC)					
		9.1.11 - Acuity and Staffing Requirements (ASR)					
		9.1.12 - Medication Charting (MC)					
		9.1.13 - Chart View (CV)					
		9.1.14 - General Ledger (GL)					
		9.1.15 - Accounts Payable (AP)					
		9.1.16 - Health Notes (HN)					
34	9.2	Provide CONTRACTOR Standard Application Coordinator Training Materials	(8)	0	(8)	0	(8)
		9.2.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		9.2.2 - Patient Accounting (PA)					
		9.2.3 - Patient Scheduling System (PSS)					
		9.2.4 - Medical Records (MR)					
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		9.2.5 - Utilization Management (UM)					
		9.2.6 - Quality Management (QM)					
		9.2.7 - Order Entry/Results Reporting (OE/RR)					
		9.2.8 - Department Management (DM)					
		9.2.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)					
		- Activity Charting (AC)					
		9.2.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)					
		9.2.10 - Plan of Care (POC)					
		9.2.11 - Acuity and Staffing Requirements (ASR)					
		9.2.12 - Medication Charting (MC)					
		9.2.13 - Chart View (CV)					
		9.2.14 - General Ledger (GL)					
		9.2.15 - Accounts Payable (AP)					
		9.2.16 - Health Notes (HN)					
35	9.3	Provide Additional Training	(7)	100%	(7)	0	(7)

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE		PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
36	10.1	Successfully Complete System Reliability Test (Reliability Test)						
		System Hardware	294,332.00	(2)	70%	206,032.40	16,997.67	223,030.07
		System Hardware Installation	(3)		0	(3)	(3)	(3)
		Operating Software Associated with System Hardware	167,740.00	(2)	70%	117,418.00	9,686.99	127,104.99
		Operating Software Associated with System Hardware Fixed Install Cost	7,500.00	(3)	70%	5,250.00	0	5,250.00
37	10.2	Successfully Complete Integrated Functional Performance Tests (Integration Test)						
		10.2.1 - Phase I						
		- Application Software Fixed One-Time License Fee	(4)		50%	(4)	(4)	(4)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	146,250.00		50%	73,125.00	6,032.81	79,157.81
		Patient Accounting (PA)	197,813.00		50%	98,906.50	8,159.79	107,066.29
		Patient Scheduling System (PSS)	146,250.00		50%	73,125.00	6,032.81	79,157.81
		Medical Records (MR)	142,594.00		50%	71,297.00	5,882.00	77,179.00
		- Medical Records Abstracting (MRA)						
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		Utilization Management (UM)	42,075.00		50%	21,037.50	1,735.59	22,773.09
		Quality Management (QM)	42,075.00		50%	21,037.50	1,735.59	22,773.09
		- Application Software Fixed Install Cost	(5)		65%	(5)	0	(5)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	76,500.00		65%	49,725.00	0	49,725.00
		Patient Accounting (PA)	100,000.00		65%	65,000.00	0	65,000.00
		Patient Scheduling System (PSS)	76,500.00		65%	49,725.00	0	49,725.00
		Medical Records (MR)	100,000.00		65%	65,000.00	0	65,000.00
		- Medical Records Abstracting (MRA)						
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		Utilization Management (UM)	36,720.00		65%	23,868.00	0	23,868.00
		Quality Management (QM)	36,720.00		65%	23,868.00	0	23,868.00
		- Operating Software Associated with Application Software						
		Fixed Unit Cost	(4)		50%	(4)	(4)	(4)
		Affinity Report Writer	0		50%	0	0	0
		Affinity System Management	0		50%	0	0	0
		Affinity Event Manager	30,000.00		50%	15,000.00	1,237.50	16,237.50
		Affinity HL7 Library for STC DataGate	10,000.00		50%	5,000.00	412.50	5,412.50
		Proactive Systems Fantasia	16,000.00		50%	8,000.00	660.00	8,660.00
		- Operating Software Associated with Application Software						
		Fixed Install Cost	(5)		65%	(5)	0	(5)
		Affinity Report Writer	30,000.00		65%	19,500.00	0	19,500.00
		Affinity System Management	30,000.00		65%	19,500.00	0	19,500.00
		Affinity Event Manager	10,000.00		65%	6,500.00	0	6,500.00
		Affinity HL7 Library for STC DataGate	20,000.00		65%	13,000.00	0	13,000.00
		Proactive Systems Fantasia	0		65%	0	0	0
		- Phase I (Pursuant to Amendment Number Five) ⁽¹⁹⁾						

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIVERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)	76,500.00	5%	3,825.00	0	3,825.00
		Patient Accounting (PA)	100,000.00	5%	5,000.00	0	5,000.00
		Patient Scheduling System (PSS)	76,500.00	5%	3,825.00	0	3,825.00
		Medical Records (MR)	100,000.00	5%	5,000.00	0	5,000.00
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Utilization Management (UM)	36,720.00	5%	1,836.00	0	1,836.00
		Quality Management (QM)	36,720.00	5%	1,836.00	0	1,836.00
		- Operating Software Associated with Application Software					
		Fixed Install Cost	(5)	5%	(5)	0	(5)
		Affinity Event Manager	10,000.00	5%	500.00	0	500.00
		Affinity HL7 Library for STC DataGate	20,000.00	5%	1,000.00	0	1,000.00
		Affinity Report Writer	30,000.00	5%	1,500.00	0	1,500.00
		Affinity System Management	30,000.00	5%	1,500.00	0	1,500.00
		Proactive Systems Fantasia	0	5%	0	0	0
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.2 - Phase II					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	176,715.00	50%	88,357.50	7,289.49	95,646.99
		Department Management (DM)	72,450.00	50%	36,225.00	2,988.56	39,213.56
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Order Entry/Results Reporting (OE/RR)	127,500.00	65%	82,875.00	0	82,875.00
		Department Management (DM)	40,800.00	65%	26,520.00	0	26,520.00
		- Operating Software Associated with Application Software Fixed Unit Cost	(4)	50%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	50%	24,500.00	2,021.25	26,521.25
		- Operating Software Associated with Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		SQL Connect (SC)	20,000.00	65%	13,000.00	0	13,000.00
		- Operating Software Acquired Under an Unlimited User License Fixed Unit Cost	(13)	50%	(13)	(13)	(13)
		GUI/Client Server (GUI)	408,333.00	50%	204,166.50	16,843.74	221,010.24
		- Operating Software Acquired Under an Unlimited User License Fixed Install Cost	(5)	65%	(5)	0	(5)
		GUI/Client Server (GUI)	15,000.00	65%	9,750.00	0	9,750.00
		- Phase II (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Order Entry/Results Reporting (OE/RR)	127,500.00	5%	6,375.00	0	6,375.00
		Department Management (DM)	40,800.00	5%	2,040.00	0	2,040.00
		- Operating Software Associated with Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		SQL Connect (SC)	20,000.00	5%	1,000.00	0	1,000.00
		- Operating Software Acquired Under an Unlimited User License Fixed Install Cost	(5)	5%	(5)	0	(5)
		GUI/Client Server (GUI)	15,000.00	5%	750.00	0	750.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.4 - Phase IV					
		- Application Software Fixed One-Time License Fee Clinical Documentation (CD)	(4)	50%	(4)	(4)	(4)
		- Vital Signs and Intake/Output (VS & I/O)	56,610.00	50%	28,305.00	2,335.16	30,640.16
		- Activity Charting (AC)	56,610.00	50%	28,305.00	2,335.16	30,640.16
		Chart View (CV)	187,500.00	50%	93,750.00	7,734.38	101,484.38
		- Application Software Fixed Install Cost Clinical Documentation (CD)	(5)	65%	(5)	0	(5)
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	65%	21,666.67	0	21,666.67
		- Activity Charting (AC)	33,333.33	65%	21,666.67	0	21,666.67
		Chart View (CV)	100,000.00	65%	65,000.00	0	65,000.00
		- Phase IV (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost Clinical Documentation (CD)	(5)	5%	(5)	0	(5)
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	5%	1,666.67	0	1,666.67
		- Activity Charting (AC)	33,333.33	5%	1,666.67	0	1,666.67
		Chart View (CV)	100,000.00	5%	5,000.00	0	5,000.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.5 - Phase V					
		- Application Software Fixed One-Time License Fee Clinical Documentation (CD)	(4)	50%	(4)	(4)	(4)
		- Charting and Assessment (CHASS)	56,610.00	50%	28,305.00	2,335.16	30,640.16
		Plan of Care (POC)	96,390.00	50%	48,195.00	3,976.09	52,171.09
		- Application Software Fixed Install Cost Clinical Documentation (CD)	(5)	65%	(5)	0	(5)
		- Charting and Assessment (CHASS)	33,333.34	65%	21,666.67	0	21,666.67
		Plan of Care (POC)	50,000.00	65%	32,500.00	0	32,500.00
		- Phase V (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost Clinical Documentation (CD)	(5)	5%	(5)	0	(5)
		- Charting and Assessment (CHASS)	33,333.34	5%	1,666.67	0	1,666.67
		Plan of Care (POC)	50,000.00	5%	2,500.00	0	2,500.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom"					

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.6 - Phase VI					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Acuity and Staffing Requirements (ASR)	26,775.00	50%	13,387.50	1,104.47	14,491.97
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Acuity and Staffing Requirements (ASR)	30,000.00	65%	19,500.00	0	19,500.00
		- Phase VI (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Acuity and Staffing Requirements (ASR)	30,000.00	5%	1,500.00	0	1,500.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0.00	(6)
		10.2.7 - Phase VII					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	50%	49,600.00	4,092.00	53,692.00
		Accounts Payable (AP)	68,000.00	50%	34,000.00	2,805.00	36,805.00
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		General Ledger (GL)	45,000.00	65%	29,250.00	0	29,250.00
		Accounts Payable (AP)	45,000.00	65%	29,250.00	0	29,250.00
		- Phase VII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		General Ledger (GL)	45,000.00	5%	2,250.00	0	2,250.00
		Accounts Payable (AP)	45,000.00	5%	2,250.00	0	2,250.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0.00	(6)
		10.2.8 - Phase VIII					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Medication Charting (MC)	45,000.00	50%	22,500.00	1,856.25	24,356.25
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Medication Charting (MC)	30,000.00	65%	19,500.00	0	19,500.00
		- Phase VIII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Medication Charting (MC)	30,000.00	5%	1,500.00	0	1,500.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0.00	(6)
		10.2.9 - Phase IX					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Health Notes (HN)	72,450.00	50%	36,225.00	2,988.56	39,213.56

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Health Notes (HN)	40,000.00	65%	26,000.00	0	26,000.00
		- Phase IX (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Health Notes (HN)	40,000.00	5%	2,000.00	0	2,000.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0.00	(6)
38	10.3	Successfully Complete Phase System Acceptance Test					
		10.3.1 - Phase I					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	146,250.00	20%	29,250.00	2,413.13	31,663.13
		Patient Accounting (PA)	197,813.00	20%	39,562.60	3,263.91	42,826.51
		Patient Scheduling System (PSS)	146,250.00	20%	29,250.00	2,413.13	31,663.13
		Medical Records (MR)	142,594.00	20%	28,518.80	2,352.80	30,871.60
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Utilization Management (UM)	42,075.00	20%	8,415.00	694.24	9,109.24
		Quality Management (QM)	42,075.00	20%	8,415.00	694.24	9,109.24
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	20%	(4)	(4)	(4)
		Affinity Report Writer	0	20%	0	0	0
		Affinity System Management	0	20%	0	0	0
		Affinity Event Manager	30,000.00	20%	6,000.00	495.00	6,495.00
		Affinity HL7 Library for STC DataGate	10,000.00	20%	2,000.00	165.00	2,165.00
		Proactive Systems Fantasia	16,000.00	20%	3,200.00	264.00	3,464.00
		- Phase I (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	146,250.00	5%	7,312.50	603.28	7,915.78
		Patient Accounting (PA)	197,813.00	5%	9,890.65	815.98	10,706.63
		Patient Scheduling System (PSS)	146,250.00	5%	7,312.50	603.28	7,915.78
		Medical Records (MR)	142,594.00	5%	7,129.70	588.20	7,717.90
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Utilization Management (UM)	42,075.00	5%	2,103.75	173.56	2,277.31
		Quality Management (QM)	42,075.00	5%	2,103.75	173.56	2,277.31
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	5%	(4)	(4)	(4)
		Affinity Report Writer	0	5%	0	0	0
		Affinity System Management	0	5%	0	0	0
		Affinity Event Manager	30,000.00	5%	1,500.00	123.75	1,623.75
		Affinity HL7 Library for STC DataGate	10,000.00	5%	500.00	41.25	541.25
		Proactive Systems Fantasia	16,000.00	5%	800.00	66.00	866.00

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.2 - Phase II					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	176,715.00	20%	35,343.00	2,915.80	38,258.80
		Department Management (DM)	72,450.00	20%	14,490.00	1,195.43	15,685.43
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	20%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	20%	9,800.00	808.50	10,608.50
		- Operating Software Acquired Under an Unlimited User					
		License Fixed Unit Cost	(13)	20%	(13)	(13)	(13)
		GUI/Client Server (GUI)	408,333.00	20%	81,666.60	6,737.49	88,404.09
		- Phase II (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	176,715.00	5%	8,835.75	728.95	9,564.70
		Department Management (DM)	72,450.00	5%	3,622.50	298.86	3,921.36
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	5%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	5%	2,450.00	202.13	2,652.13
		- Operating Software Acquired Under an Unlimited User License					
		Fixed Unit Cost	(13)	5%	(13)	(13)	(13)
		GUI/Client Server (GUI)	408,333.00	5%	20,416.65	1,684.37	22,101.02
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.4 - Phase IV					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	56,610.00	20%	11,322.00	934.07	12,256.07
		- Activity Charting (AC)	56,610.00	20%	11,322.00	934.07	12,256.07
		Chart View (CV)	187,500.00	20%	37,500.00	3,093.75	40,593.75
		- Phase IV (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	56,610.00	5%	2,830.50	233.52	3,064.02
		- Activity Charting (AC)	56,610.00	5%	2,830.50	233.52	3,064.02
		Chart View (CV)	187,500.00	5%	9,375.00	773.44	10,148.44
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.5 - Phase V					

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Application Software Fixed One-Time License Fee Clinical Documentation (CD)	(4)	20%	(4)	(4)	(4)
		- Charting and Assessment (CHASS)	56,610.00	20%	11,322.00	934.07	12,256.07
		Plan of Care (POC)	96,390.00	20%	19,278.00	1,590.44	20,868.44
		- Phase V (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee Clinical Documentation (CD)	(4)	5%	(4)	(4)	(4)
		- Charting and Assessment (CHASS)	56,610.00	5%	2,830.50	233.52	3,064.02
		Plan of Care (POC)	96,390.00	5%	4,819.50	397.61	5,217.11
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.6 - Phase VI					
		- Application Software Fixed One-Time License Fee Acuity and Staffing Requirements (ASR)	(4)	20%	(4)	(4)	(4)
			26,775.00	20%	5,355.00	441.79	5,796.79
		- Phase VI (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee Acuity and Staffing Requirements (ASR)	(4)	5%	(4)	(4)	(4)
			26,775.00	5%	1,338.75	110.45	1,449.20
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.7.1 - Phase VII (Phase System Acceptance Test - first part)					
		- Application Software Fixed One-Time License Fee General Ledger (GL)	(4)	10%	(4)	(4)	(4)
			99,200.00	10%	9,920.00	818.40	10,738.40
		Accounts Payable (AP)	68,000.00	10%	6,800.00	561.00	7,361.00
		10.3.7.2 - Phase VII (Phase System Acceptance Test - second part)					
		- Application Software Fixed One-Time License Fee General Ledger (GL)	(4)	10%	(4)	(4)	(4)
			99,200.00	10%	9,920.00	818.40	10,738.40
		Accounts Payable (AP)	68,000.00	10%	6,800.00	561.00	7,361.00
		- Phase VII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee General Ledger (GL)	(4)	5%	(4)	(4)	(4)
			99,200.00	5%	4,960.00	409.20	5,369.20
		Accounts Payable (AP)	68,000.00	5%	3,400.00	280.50	3,680.50
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.8 - Phase VIII					
		- Application Software Fixed One-Time License Fee Medication Charting (MC)	(4)	20%	(4)	(4)	(4)
			45,000.00	20%	9,000.00	742.50	9,742.50
		- Phase VIII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee 5.1.12 - Medication Charting (MC)	(4)	5%	(4)	(4)	(4)
			45,000.00	5%	2,250.00	185.63	2,435.63

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0.00	(6)
		10.3.9 - Phase IX					
		- Application Software Fixed One-Time License Fee Health Notes (HN)	(4)	20%	(4)	(4)	(4)
			72,450.00	20%	14,490.00	1,195.43	15,685.43
		- Phase IX (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee 5.1.16 - Health Notes (HN)	(4)	5%	(4)	(4)	(4)
			72,450.00	5%	3,622.50	298.86	3,921.36
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0.00	(6)
39	10.4	Successfully Complete Final System Acceptance Test (9)	0	0	0	0	0
40	11	Provide On-Site Implementation Support	(8)	0	(8)	0	(8)
41	12.1	Prepare and Provide System Design Reports for Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions	(10)	30%	(10)	0	(10)
42	12.2	Develop, Certify, Install and Instruct on the Use of Post-Production Use Custom Programming Modifications and Post-Production Use Interfaces	(10)	70%	(10)	0	(10)
43	12.3	Develop and Certify Post-Production Use Automated Data Conversions	(10)	30%	(10)	0	(10)
44	12.4	Execute and Document the Results of Post-Production Use Automated Data Conversions	(10)	40%	(10)	0	(10)
45	13	Provide Long-Term On-Site Support Staff	(11)	100%	(11)	0	(11)
46	14	Complete Final Project Acceptance Report ⁽¹⁹⁾	0	0	0	0	0
47	15	Post-Implementation Review by CONTRACTOR	(8)	0	(8)	0	(8)
48	16	Provide Post-Final Project Acceptance Assessment Report	(12)	0	(12)	0	(12)
49	17	Other Professional Services	(7)	100%	(7)	0	(7)

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
50	18.1	Delivery and Installation of SQL Connect Operating Software	(15)	0	(15)	0	(15)
51	18.2	Delivery of GUI/Client Server Operating Software	(16)	0	(16)	0	(16)
52	19.1	Delivery and Installation of System Hardware and Operating Software	0	0	0	0	0
53	19.2	Certification of Diagnostic Testing of New System Hardware					
		System Hardware	0	0	0	0	0
		System Hardware Installation	0	0	0	0	0
		Operating Software Associated with System Hardware	0	0	0	0	0
		Operating Software Associated with System Hardware	0	0	0	0	0
		Fixed Install Cost	0	0	0	0	0
54	19.3	Complete Operations Personnel Training for New System Hardware	(1)	100%	(1)	0	(1)
		19.3.1 - Operations Training - IBM AIX User Course	10,000.00	100%	10,000.00	0	10,000.00
		19.3.2 - Operations Training - IBM AIX System Administration	10,780.00	100%	10,780.00	0	10,780.00
55	20	Successfully Complete System Reliability Test (Reliability Test) for New System Hardware					
		System Hardware	329,860.20 (2)	100%	329,860.20	27,213.47	357,073.67
		System Hardware Installation	(3)	0	(3)	(3)	(3)
		Operating Software Associated with System Hardware	22,451.05 (2)	100%	22,451.05	1,852.21	24,303.26
		Operating Software Associated with System Hardware					
		Fixed Install Cost	49,300.00 (3)	100%	49,300.00	0	49,300.00
TOTAL FIXED PRICE			\$4,851,714				
MAXIMUM SALES/USE TAX			\$282,814				
MAXIMUM PROFESSIONAL SERVICES POOL HOURS AMOUNT			\$1,203,540				
MAXIMUM MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEES			\$204,949				
MAXIMUM MONTHLY SYSTEM SOFTWARE MAINTENANCE SUPPORT FEES (18)			\$3,040,166				
MAXIMUM PRORATED MONTHLY FEES FOR PROJECT COORDINATOR			\$213,170				
MAXIMUM OUT-OF-POCKET EXPENSES			\$160,550				
MAXIMUM CONTRACT AMOUNT FOR HIGH DESERT HEALTH SYSTEM (FORMERLY KNOWN AS HIGH DESERT HOSPITAL)			<u>\$9,956,902</u>				

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
(1)		COUNTY will make payment for this Deliverable pursuant to Subparagraph H of Paragraph V of this Exhibit B.					
(2)		COUNTY will make payment for System Hardware and Operating Software Associated with System Hardware pursuant to Subparagraph D of Paragraph V of this Exhibit B.					
(3)		System Hardware Installation costs are included in the cost of System Hardware and shall be paid pursuant to Subparagraph D of Paragraph V of this Exhibit B. County will make payment for Operating Software Associated with System Hardware Fixed Install Cost pursuant to Subparagraph D of Paragraph V of this Exhibit B.					
(4)		COUNTY will make payment for the Fixed One-Time License Fee for each Application Software module and the Fixed Unit Cost for Operating Software Associated with Application Software pursuant to Subparagraph B of Paragraph V of this Exhibit B.					
(5)		COUNTY will make payment for the Fixed Install Cost for each Application Software module and the Fixed Install Cost for Operating Software Associated with Application Software and the Fixed Install Cost for Operating Software Acquired Under an Unlimited User License pursuant to Subparagraph E of Paragraph V of this Exhibit B.					
(6)		COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph C of Paragraph V of this Exhibit B.					
(7)		COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph J of Paragraph V of this Exhibit B.					
(8)		Cost for this Deliverable is included in the Application Software Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.					
(9)		The Final System Acceptance Test shall replace the Phase System Acceptance Test for the last installed Phase under this Agreement.					
(10)		COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph G of Paragraph V of this Exhibit B.					
(11)		COUNTY will make payment for this Deliverable pursuant to Paragraph VIII of this Exhibit B.					
(12)		Cost for this Deliverable will be quoted by CONTRACTOR at time of COUNTY's selection. See discussion of payment methodology in in Subparagraph K of Paragraph V of this Exhibit B.					
(13)		County will make payment for the Fixed Unit Cost of Operating Software Acquired Under an Unlimited User License pursuant to Subparagraph F of Paragraph V of this Exhibit B.					
(14)		COUNTY will make payment for this Deliverable or Subdeliverable pursuant to Subparagraph I of Paragraph V of this Exhibit B.					
(15)		Cost for this Deliverable or Subdeliverable is included in the Operating Software Associated with Application Software Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.					
(16)		Cost for this Deliverable is included in the Operating Software Acquired Under An Unlimited User License Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.					
(17)		COUNTY will make payment for this Deliverable pursuant to Subparagraph L of Paragraph V of this Exhibit B.					
(18)		Includes Monthly Software Modification Support Fees.					

I. SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL	PAYMENT	AMOUNT	SALES/USE	FIXED
			FIXED PRICE				%
(19)		Pursuant Amendment Number Five, the payments which previously were to be made under Deliverable 14 (Complete Final Project Acceptance Report) are allocated to Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) or Deliverable 10.3 (Successfully Complete Phase System Acceptance Test), as applicable.					

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
1	1.1	Monthly COUNTY Facility Project Status Reports and Meetings	(8)	0	(8)	0	(8)
2	1.2	Weekly COUNTY Facility Project Review Meetings and Minutes	(8)	0	(8)	0	(8)
3	2.1	Verify Communications Network Expansion Plan	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
4	2.2	Communications Network Certification	0	0	0	0	0
5	2.3	Main Telecommunications Area	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
6	2.4	600 Ward and 200 Ward (Hub-2 and Hub-3)	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
7	2.5	Munsie Building	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
8	2.6	Medical Services Trailers	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
9	2.7	Temporary Relocation of Equipment and/or Furniture	N/A	N/A	N/A	N/A	N/A
10	2.8	Delivery of Updated "As Built" Drawings	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
		Intelligent Hubs	N/A	N/A	N/A	N/A	N/A
11	2.9	Changes to Communications Network Expansion Plan	0	0	0	0	0
12	2.10	Complete Communications Network Personnel Training	N/A	N/A	N/A	N/A	N/A

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		2.10.1 - UB Networks - OS/2 NetDirector Network Management (W1)	N/A	N/A	N/A	N/A	N/A
		2.10.2 - UB Networks - GeoLAN/100 Product Overview and Installation (W3)	N/A	N/A	N/A	N/A	N/A
		2.10.3 - UB Networks - GeoProducts (ATM, GeoLAN/500, GeoSwitch, GeoRim) Product Overview and Installation (W4)	N/A	N/A	N/A	N/A	N/A
		2.10.4 - UB Networks - Internetworking (W5)	N/A	N/A	N/A	N/A	N/A
		2.10.5 - UB Networks - Access/EMPower (W9)	N/A	N/A	N/A	N/A	N/A
		2.10.6 - UB Networks - NETscout (W10)	N/A	N/A	N/A	N/A	N/A
		2.10.7 - Global Knowledge Network - Supporting Microsoft Windows NT (Class 211)	N/A	N/A	N/A	N/A	N/A
		2.10.8 - Global Knowledge Network - Managing Microsoft Windows NT Advanced Server (Class 237)	N/A	N/A	N/A	N/A	N/A
		2.10.9 - Global Knowledge Network - Microsoft Windows NT Expert Series: Integrating Windows NT Server with Netware Networks (Class 579)	N/A	N/A	N/A	N/A	N/A
		2.10.10 - Global Knowledge Network - Microsoft Windows NT Server Expert Series: Advanced Troubleshooting (Class 568)	N/A	N/A	N/A	N/A	N/A
		2.10.11 - Global Knowledge Network - Administering Microsoft Windows NT 4.0 (Class 661)	N/A	N/A	N/A	N/A	N/A
13	2.11	Provide and Deliver Communications Network Hardware and Software Components	N/A	N/A	N/A	N/A	N/A
		Intelligent Hubs	N/A	N/A	N/A	N/A	N/A
		Hewlett Packard LAN/WAN Protocol Analyzer	N/A	N/A	N/A	N/A	N/A
		Compaq Network Management Station	N/A	N/A	N/A	N/A	N/A
14	3.1	Delivery and Installation of System Hardware and Operating Software	0	0	0	0	0
15	3.2	Certification of Diagnostic Testing of System Hardware					
		System Hardware	337,715.00 (2)	30%	101,314.50	8,358.45	109,672.95
		System Hardware Installation	(3)	0	(3)	(3)	(3)
		Operating Software Associated with System Hardware	167,840.00 (2)	30%	50,352.00	4,154.04	54,506.04
		Operating Software Associated with System Hardware Fixed Install Cost	7,500.00 (3)	30%	2,250.00	0	2,250.00
16	3.3	Complete Operations Personnel Training	(1)	100%	(1)	0	(1)
		3.3.1 - Operations Training - Data General UNIX User Course	6,500.00	100%	6,500.00	0	6,500.00
		3.3.2 - Operations Training - Data General UNIX System Administration	7,580.00	100%	7,580.00	0	7,580.00
		3.3.3 - InterSystems - Introduction to Open M	0	0	0	0	0
		3.3.3.1 - InterSystems -Cache Systems & Network Management	4,380.00	100%	4,380.00	0	4,380.00
		3.3.4 - InterSystems - Open M System Administration	0	0	0	0	0
		3.3.5 - Affinity System Management	(15)	0	(15)	0	(15)
		3.3.6 - Affinity Database/Query Language	(15)	0	(15)	0	(15)
		3.3.7 - SQL Connect	(15)	0	(15)	0	(15)
		3.3.8 - Interface Training					
		A. Affinity Event Manager	(15)	0	(15)	0	(15)
		B. Affinity HL7 Library for STC DataGate	(15)	0	(15)	0	(15)

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
17	4	Provide Application Project Administration Assistance	(8)	0	(8)	0	(8)
18	5.1	Application Software Modules and Certain Operating Software Delivery, Installation and Integration	(8)	0	(8)	0	(8)
		- Application Software Fixed One-Time License Fee	(4)	25%	(4)	(4)	(4)
		Phase I					
		5.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	195,000.00	25%	48,750.00	4,021.88	52,771.88
		5.1.2 - Patient Accounting (PA)	263,750.00	25%	65,937.50	5,439.84	71,377.34
		5.1.3 - Patient Scheduling System (PSS)	195,000.00	25%	48,750.00	4,021.88	52,771.88
		5.1.4 - Medical Records (MR)	190,125.00	25%	47,531.25	3,921.33	51,452.58
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Phase II					
		5.1.7 - Order Entry/Results Reporting (OE/RR)	235,620.00	25%	58,905.00	4,859.66	63,764.66
		5.1.8 - Department Management (DM)	96,600.00	25%	24,150.00	1,992.38	26,142.38
		Phase III					
		5.1.5 - Utilization Management (UM)	56,100.00	25%	14,025.00	1,157.06	15,182.06
		5.1.6 - Quality Management (QM)	56,100.00	25%	14,025.00	1,157.06	15,182.06
		Phase IV					
		5.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	25%	18,870.00	1,556.78	20,426.78
		- Activity Charting (AC)	75,480.00	25%	18,870.00	1,556.78	20,426.78
		5.1.13 -Chart View (CV)	250,000.00	25%	62,500.00	5,156.25	67,656.25
		Phase V					
		5.1.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	75,480.00	25%	18,870.00	1,556.78	20,426.78
		5.1.10 - Plan of Care (POC)	N/A	N/A	N/A	N/A	N/A
		Phase VI					
		5.1.11 - Acuity and Staffing Requirements (ASR)	35,700.00	25%	8,925.00	736.31	9,661.31
		Phase VII					
		5.1.14 - General Ledger (GL)	99,200.00	25%	24,800.00	2,046.00	26,846.00
		5.1.15 - Accounts Payable (AP)	68,000.00	25%	17,000.00	1,402.50	18,402.50
		Phase VIII					
		5.1.12 - Medication Charting (MC)	60,000.00	25%	15,000.00	1,237.50	16,237.50
		Phase IX					
		5.1.16 - Health Notes (HN)	96,600.00	25%	24,150.00	1,992.38	26,142.38

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Application Software Fixed Install Cost	(5)	30%	(5)	0	(5)
		Phase I					
	5.1.1	- Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	76,500.00	30%	22,950.00	0	22,950.00
	5.1.2	- Patient Accounting (PA)	100,000.00	30%	30,000.00	0	30,000.00
	5.1.3	- Patient Scheduling System (PSS)	76,500.00	30%	22,950.00	0	22,950.00
	5.1.4	- Medical Records (MR)	100,000.00	30%	30,000.00	0	30,000.00
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Phase II					
	5.1.7	- Order Entry/Results Reporting (OE/RR)	127,500.00	30%	38,250.00	0	38,250.00
	5.1.8	- Department Management (DM)	40,800.00	30%	12,240.00	0	12,240.00
		Phase III					
	5.1.5	- Utilization Management (UM)	36,720.00	30%	11,016.00	0	11,016.00
	5.1.6	- Quality Management (QM)	36,720.00	30%	11,016.00	0	11,016.00
		Phase IV					
	5.1.9.1	- Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	30%	10,000.00	0	10,000.00
		- Activity Charting (AC)	33,333.33	30%	10,000.00	0	10,000.00
	5.1.13	- Chart View (CV)	100,000.00	30%	30,000.00	0	30,000.00
		Phase V					
	5.1.9.2	- Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	33,333.34	30%	10,000.00	0	10,000.00
	5.1.10	- Plan of Care (POC)	N/A	N/A	N/A	N/A	N/A
		Phase VI					
	5.1.11	- Acuity and Staffing Requirements (ASR)	30,000.00	30%	9,000.00	0	9,000.00
		Phase VII					
	5.1.14	- General Ledger (GL)	45,000.00	30%	13,500.00	0	13,500.00
	5.1.15	- Accounts Payable (AP)	45,000.00	30%	13,500.00	0	13,500.00
		Phase VIII					
	5.1.12	- Medication Charting (MC)	30,000.00	30%	9,000.00	0	9,000.00
		Phase IX					
	5.1.16	- Health Notes (HN)	40,000.00	30%	12,000.00	0	12,000.00
		- Operating Software Associated with Application Software Fixed Unit Cost	(4)	25%	(4)	(4)	(4)
	5.1.1	- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)					
		-Affinity Report Writer	0	25%	0	0	0
		-Affinity System Management	0	25%	0	0	0

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ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL	
		- Proactive Systems Fantasia	16,000.00	25%	4,000.00	330.00	4,330.00	
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)						
		- SQL Connect (SC)	49,000.00	25%	12,250.00	1,010.63	13,260.63	
		- Operating Software Associated with Application Software Fixed Install Cost	(5)	30%	(5)	0	(5)	
		5.1.1 - Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)						
		-Affinity Report Writer	30,000.00	30%	9,000.00	0	9,000.00	
		-Affinity System Management	30,000.00	30%	9,000.00	0	9,000.00	
		- Proactive Systems Fantasia	0	30%	0	0	0	
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)						
		-SQL Connect (SC)	20,000.00	30%	6,000.00	0	6,000.00	
		- Operating Software Acquired Under an Unlimited User License Fixed Unit Cost	(13)	25%	(13)	(13)	(13)	
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)						
		-GUI/Client Server (GUI)	408,333.00	25%	102,083.25	8,421.87	110,505.12	
		- Operating Software Acquired Under an Unlimited User License Fixed Install Cost	(5)	30%	(5)	0	(5)	
		5.1.7- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)						
		-GUI /Client Server (GUI)	15,000.00	30%	4,500.00	0	4,500.00	
19	5.2	Migrate Application Software and Data	15,000.00	(14)	100%	15,000.00	0	15,000.00
20	5.3	Prepare and Provide System Design Reports for Pre-Production Use Custom Programming Modifications	(6)	20%	(6)	0	(6)	
21	5.4	Develop, Certify and Install Pre-Production Use Custom Programming Modifications	0	0	0	0	0	
22	5.5	Develop System Design Reports and Install Pre-Production Use Interfaces						
		5.5.1 - "Custom" Interfaces	(6)	20%	(6)	0	(6)	
		5.5.2 - "Compucare Standard" Interfaces	10,000.00 (14)	100%	10,000.00	0	10,000.00	
		5.5.3 - "Existing County" Interfaces	7,500.00 (14)	100%	7,500.00	0	7,500.00	
		5.5.4 - Modifications to Interfaces	(6)	20%	(6)	0	(6)	
23	5.6	Develop, Certify and Install Pre-Production Use Interfaces	0	0	0	0	0	

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ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
24	5.7	Install Pre-Production Use Interfaces Using Interface Engine Technology					
		- Operating Software Associated with Application Software					
		Fixed Unit Cost					
		Affinity Event Manager	30,000.00 (4)	25%	7,500.00	618.75	8,118.75
		Affinity HL7 Library for STC DataGate	10,000.00 (4)	25%	2,500.00	206.25	2,706.25
		- Operating Software Associated with Application Software					
		Fixed Install Cost					
		Affinity Event Manager	10,000.00 (5)	30%	3,000.00	0	3,000.00
		Affinity HL7 Library for STC DataGate	20,000.00 (5)	30%	6,000.00	0	6,000.00
25	5.8	Provide Application Software Modules Documentation	(8)	0	(8)	0	(8)
26	6.1	Complete Dictionary Definitions and Setup and Profile and Parameter Selection	0	0	0	0	0
27	6.2	Validate Dictionaries	(8)	0	(8)	0	(8)
		6.2.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		6.2.2 - Patient Accounting (PA)					
		6.2.3 - Patient Scheduling System (PSS)					
		6.2.4 - Medical Records (MR)					
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		6.2.5 - Utilization Management (UM)					
		6.2.6 - Quality Management (QM)					
		6.2.7 - Order Entry/Results Reporting (OE/RR)					
		6.2.8 - Department Management (DM)					
		6.2.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)					
		- Activity Charting (AC)					
		6.2.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)					
		6.2.10 - Plan of Care (POC)					
		6.2.11 - Acuity and Staffing Requirements (ASR)					
		6.2.12 - Medication Charting (MC)					
		6.2.13 - Chart View (CV)					
		6.2.14 - General Ledger (GL)					
		6.2.15 - Accounts Payable (AP)					
		6.2.16 - Health Notes (HN)					
28	7.1	Develop Pre-Production Use Data Conversion Plans	0	0	0	0	0
29	7.2	Prepare and Provide System Design Reports for Pre-Production Use Automated Data Conversions	(6)	20%	(6)	0	(6)
30	7.3	Develop and Certify Pre-Production Use Automated Data Conversions	(6)	40%	(6)	0	(6)
31	7.4	Execute and Document Results of Pre-Production Use Automated Data Conversions	(6)	40%	(6)	0	(6)

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
32	8	Develop Departmental Procedures and Processes	(7)	100%	(7)	0	(7)
33	9.1	Complete COUNTY Application Coordinator Training	(8)	0	(8)	0	(8)
		9.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		9.1.2 - Patient Accounting (PA)					
		9.1.3 - Patient Scheduling System (PSS)					
		9.1.4 - Medical Records (MR)					
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		9.1.5 - Utilization Management (UM)					
		9.1.6 - Quality Management (QM)					
		9.1.7 - Order Entry/Results Reporting (OE/RR)					
		9.1.8 - Department Management (DM)					
		9.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)					
		- Activity Charting (AC)					
		9.1.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)					
		9.1.10 - Plan of Care (POC) - HDH & KDMC only					
		9.1.11 - Acuity and Staffing Requirements (ASR)					
		9.1.12 - Medication Charting (MC)					
		9.1.13 - Chart View (CV)					
		9.1.14 - General Ledger (GL)					
		9.1.15 - Accounts Payable (AP)					
		9.1.16 - Health Notes (HN)					
34	9.2	Provide CONTRACTOR Standard Application Coordinator Training Materials	(8)	0	(8)	0	(8)
		9.2.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		9.2.2 - Patient Accounting (PA)					
		9.2.3 - Patient Scheduling System (PSS)					
		9.2.4 - Medical Records (MR)					
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		9.2.5 - Utilization Management (UM)					
		9.2.6 - Quality Management (QM)					
		9.2.7 - Order Entry/Results Reporting (OE/RR)					
		9.2.8 - Department Management (DM)					
		9.2.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)					
		- Activity Charting (AC)					
		9.2.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)					
		9.2.10 - Plan of Care (POC) - HDH & KDMC only					
		9.2.11 - Acuity and Staffing Requirements (ASR)					
		9.2.12 - Medication Charting (MC)					
		9.2.13 - Chart View (CV)					
		9.2.14 - General Ledger (GL)					
		9.2.15 - Accounts Payable (AP)					
		9.2.16 - Health Notes (HN)					

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ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE		PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
35	9.3	Provide Additional Training	(7)		100%	(7)	0	(7)
36	10.1	Successfully Complete System Reliability Test (Reliability Test)						
		System Hardware	337,715.00 (2)		70%	236,400.50	19,503.04	255,903.54
		System Hardware Installation	(3)		0	(3)	(3)	(3)
		Operating Software Associated with System Hardware	167,840.00 (2)		70%	117,488.00	9,692.76	127,180.76
		Operating Software Associated with System Hardware Fixed Install Cost	7,500.00 (3)		70%	5,250.00	0	5,250.00
37	10.2	Successfully Complete Integrated Functional Performance Tests (Integration Test)						
		10.2.1 - Phase I						
		- Application Software Fixed One-Time License Fee Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	(4)		50%	(4)	(4)	(4)
		Patient Accounting (PA)	195,000.00		50%	97,500.00	8,043.75	105,543.75
		Patient Scheduling System (PSS)	263,750.00		50%	131,875.00	10,879.69	142,754.69
		Medical Records (MR)	195,000.00		50%	97,500.00	8,043.75	105,543.75
		- Medical Records Abstracting (MRA)	190,125.00		50%	95,062.50	7,842.66	102,905.16
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		- Application Software Fixed Install Cost Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	(5)		65%	(5)	0	(5)
		Patient Accounting (PA)	76,500.00		65%	49,725.00	0	49,725.00
		Patient Scheduling System (PSS)	100,000.00		65%	65,000.00	0	65,000.00
		Medical Records (MR)	76,500.00		65%	49,725.00	0	49,725.00
		- Medical Records Abstracting (MRA)	100,000.00		65%	65,000.00	0	65,000.00
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		- Operating Software Associated with Application Software Fixed Unit Cost	(4)		50%	(4)	(4)	(4)
		Affinity Report Writer	0		50%	0	0	0
		Affinity System Management	0		50%	0	0	0
		Affinity Event Manager	30,000.00		50%	15,000.00	1,237.50	16,237.50
		Affinity HL7 Library for STC DataGate	10,000.00		50%	5,000.00	412.50	5,412.50
		Proactive Systems Fantasia	16,000.00		50%	8,000.00	660.00	8,660.00
		- Operating Software Associated with Application Software Fixed Install Cost	(5)		65%	(5)	0	(5)
		Affinity Report Writer	30,000.00		65%	19,500.00	0	19,500.00
		Affinity System Management	30,000.00		65%	19,500.00	0	19,500.00
		Affinity Event Manager	10,000.00		65%	6,500.00	0	6,500.00
		Affinity HL7 Library for STC DataGate	20,000.00		65%	13,000.00	0	13,000.00
		Proactive Systems Fantasia	0		65%	0	0	0
		- Phase I (Pursuant to Amendment Number Five) ⁽¹⁹⁾						
		- Application Software Fixed Install Cost Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)	(5)		5%	(5)	0	(5)
		Patient Accounting (PA)	76,500.00		5%	3,825.00	0	3,825.00
			100,000.00		5%	5,000.00	0	5,000.00

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ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Patient Scheduling System (PSS)	76,500.00	5%	3,825.00	0	3,825.00
		Medical Records (MR)	100,000.00	5%	5,000.00	0	5,000.00
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		- Operating Software Associated with Application Software					
		Fixed Install Cost	(5)	5%	(5)	0	(5)
		Affinity Event Manager	10,000.00	5%	500.00	0	500.00
		Affinity HL7 Library for STC DataGate	20,000.00	5%	1,000.00	0	1,000.00
		Affinity Report Writer	30,000.00	5%	1,500.00	0	1,500.00
		Affinity System Management	30,000.00	5%	1,500.00	0	1,500.00
		Proactive Systems Fantasia	0	5%	0	0	0
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.2 - Phase II					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	235,620.00	50%	117,810.00	9,719.33	127,529.33
		Department Management (DM)	96,600.00	50%	48,300.00	3,984.75	52,284.75
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Order Entry/Results Reporting (OE/RR)	127,500.00	65%	82,875.00	0	82,875.00
		Department Management (DM)	40,800.00	65%	26,520.00	0	26,520.00
		- Operating Software Associated with Application					
		Software Fixed Unit Cost	(4)	50%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	50%	24,500.00	2,021.25	26,521.25
		- Operating Software Associated with Application					
		Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		SQL Connect (SC)	20,000.00	65%	13,000.00	0	13,000.00
		- Operating Software Acquired Under an Unlimited User					
		License Fixed Unit Cost	(13)	50%	(13)	(13)	(13)
		GUI/Client Server (GUI)	408,333.00	50%	204,166.50	16,843.74	221,010.24
		- Operating Software Acquired Under an Unlimited User					
		License Fixed Install Cost	(5)	65%	(5)	0	(5)
		GUI/Client Server (GUI)	15,000.00	65%	9,750.00		9,750.00
		- Phase II (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Order Entry/Results Reporting (OE/RR)	127,500.00	5%	6,375.00	0	6,375.00
		Department Management (DM)	40,800.00	5%	2,040.00	0	2,040.00
		- Operating Software Associated with Application Software					
		Fixed Install Cost	(5)	5%	(5)	0	(5)
		SQL Connect (SC)	20,000.00	5%	1,000.00	0	1,000.00
		- Operating Software Acquired Under an Unlimited User					
		License Fixed Install Cost	(5)	5%	(5)	0	(5)
		GUI/Client Server (GUI)	15,000.00	5%	750.00	0	750.00
		- Pre-Production Use Custom Programming					

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ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
	10.2.3	Phase III					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Utilization Management (UM)	56,100.00	50%	28,050.00	2,314.13	30,364.13
		Quality Management (QM)	56,100.00	50%	28,050.00	2,314.13	30,364.13
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Utilization Management (UM)	36,720.00	65%	23,868.00	0	23,868.00
		Quality Management (QM)	36,720.00	65%	23,868.00	0	23,868.00
		- Phase III (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Utilization Management (UM)	36,720.00	5%	1,836.00	0	1,836.00
		Quality Management (QM)	36,720.00	5%	1,836.00	0	1,836.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
	10.2.4	Phase IV					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	50%	37,740.00	3,113.55	40,853.55
		- Activity Charting (AC)	75,480.00	50%	37,740.00	3,113.55	40,853.55
		Chart View (CV)	250,000.00	50%	125,000.00	10,312.50	135,312.50
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	65%	21,666.67	0	21,666.67
		- Activity Charting (AC)	33,333.33	65%	21,666.67	0	21,666.67
		Chart View (CV)	100,000.00	65%	65,000.00	0	65,000.00
		- Phase IV (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	5%	1,666.67	0	1,666.67
		- Activity Charting (AC)	33,333.33	5%	1,666.67	0	1,666.67
		Chart View (CV)	100,000.00	5%	5,000.00	0	5,000.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
	10.2.5	Phase V					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	75,480.00	50%	37,740.00	3,113.55	40,853.55
		Plan of Care (POC)	N/A	N/A	N/A	N/A	N/A

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ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	33,333.34	65%	21,666.67	0	21,666.67
		Plan of Care (POC)	N/A	N/A	N/A	N/A	N/A
		- Phase V (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	33,333.34	5%	1,666.67	0	1,666.67
		Plan of Care (POC)	N/A	N/A	N/A	N/A	N/A
		- Pre-Production Use Custom Programming					
		Modifications and Pre-Production Use "Custom"					
		Interfaces and Pre-Production Use Modifications to					
		Interfaces	(6)	40%	(6)	0	(6)
		10.2.6 - Phase VI					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Acuity and Staffing Requirements (ASR)	35,700.00	50%	17,850.00	1,472.63	19,322.63
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Acuity and Staffing Requirements (ASR)	30,000.00	65%	19,500.00	0	19,500.00
		- Phase VI (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Acuity and Staffing Requirements (ASR)	30,000.00	5%	1,500.00	0	1,500.00
		- Pre-Production Use Custom Programming					
		Modifications and Pre-Production Use "Custom"					
		Interfaces and Pre-Production Use Modifications to					
		Interfaces	(6)	40%	(6)	0	(6)
		10.2.7 - Phase VII					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	50%	49,600.00	4,092.00	53,692.00
		Accounts Payable (AP)	68,000.00	50%	34,000.00	2,805.00	36,805.00
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		General Ledger (GL)	45,000.00	65%	29,250.00	0	29,250.00
		Accounts Payable (AP)	45,000.00	65%	29,250.00	0	29,250.00
		- Phase VII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(4)	5%	(4)	(4)	(4)
		General Ledger (GL)	45,000.00	5%	2,250.00	0	2,250.00
		Accounts Payable (AP)	45,000.00	5%	2,250.00	0	2,250.00
		- Pre-Production Use Custom Programming					
		Modifications and Pre-Production Use "Custom"					
		Interfaces and Pre-Production Use Modifications to					
		Interfaces	(6)	40%	(6)	0	(6)
		10.2.8 - Phase VIII					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Medication Charting (MC)	60,000.00	50%	30,000.00	2,475.00	32,475.00
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Medication Charting (MC)	30,000.00	65%	19,500.00	0	19,500.00
		- Phase VIII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(4)	5%	(4)	(4)	(4)
		Medication Charting (MC)	30,000.00	5%	1,500.00	0	1,500.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.9 - Phase IX					
		- Application Software Fixed One-Time License Fee Health Notes (HN)	(4) 96,600.00	50% 50%	(4) 48,300.00	(4) 3,984.75	(4) 52,284.75
		- Application Software Fixed Install Cost Health Notes (HN)	(5) 40,000.00	65% 65%	(5) 26,000.00	0 2,145.00	(5) 28,145.00
		- Phase IX (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost Health Notes (HN)	(4) 40,000.00	5% 5%	(4) 2,000.00	(4) 0	(4) 2,000.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
38	10.3	Successfully Complete Phase System Acceptance Test					
		10.3.1 - Phase I					
		- Application Software Fixed One-Time License Fee Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	(4) 195,000.00	20%	(4) 39,000.00	(4) 3,217.50	(4) 42,217.50
		Patient Accounting (PA)	263,750.00	20%	52,750.00	4,351.88	57,101.88
		Patient Scheduling System (PSS)	195,000.00	20%	39,000.00	3,217.50	42,217.50
		Medical Records (MR)	190,125.00	20%	38,025.00	3,137.06	41,162.06
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	20%	(4)	(4)	(4)
		Affinity Report Writer	0	20%	0	0	0
		Affinity System Management	0	20%	0	0	0
		Affinity Event Manager	30,000.00	20%	6,000.00	495.00	6,495.00
		Affinity HL7 Library for STC DataGate	10,000.00	20%	2,000.00	165.00	2,165.00
		Proactive Systems Fantasia	16,000.00	20%	3,200.00	264.00	3,464.00
		- Phase I (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	195,000.00	5%	9,750.00	804.38	10,554.38
		Patient Accounting (PA)	263,750.00	5%	13,187.50	1,087.97	14,275.47
		Patient Scheduling System (PSS)	195,000.00	5%	9,750.00	804.38	10,554.38
		Medical Records (MR)	190,125.00	5%	9,506.25	784.27	10,290.52
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	5%	(4)	(4)	(4)
		Affinity Report Writer	0	5%	0	0	0
		Affinity System Management	0	5%	0	0	0
		Affinity Event Manager	30,000.00	5%	1,500.00	123.75	1,623.75
		Affinity HL7 Library for STC DataGate	10,000.00	5%	500.00	41.25	541.25
		Proactive Systems Fantasia	16,000.00	5%	800.00	66.00	866.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.2 - Phase II					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	235,620.00	20%	47,124.00	3,887.73	51,011.73
		Department Management (DM)	96,600.00	20%	19,320.00	1,593.90	20,913.90
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	20%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	20%	9,800.00	808.50	10,608.50
		- Operating Software Acquired Under an Unlimited User					
		License Fixed Unit Cost	(13)	20%	(13)	(13)	(13)
		GUI/Client Server (GUI)	408,333.00	20%	81,666.60	6,737.49	88,404.09
		- Phase II (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	235,620.00	5%	11,781.00	971.93	12,752.93
		Department Management (DM)	96,600.00	5%	4,830.00	398.48	5,228.48
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	5%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	5%	2,450.00	202.13	2,652.13
		- Operating Software Acquired Under an Unlimited User License	(13)	5%	(13)	(13)	(13)
		Fixed Unit Cost					
		GUI/Client Server (GUI)	408,333.00	5%	20,416.65	1,684.37	22,101.02
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.3 - Phase III					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Utilization Management (UM)	56,100.00	20%	11,220.00	925.65	12,145.65
		Quality Management (QM)	56,100.00	20%	11,220.00	925.65	12,145.65

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Phase III (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Utilization Management (UM)	56,100.00	5%	2,805.00	231.41	3,036.41
		Quality Management (QM)	56,100.00	5%	2,805.00	231.41	3,036.41
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.4 - Phase IV					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	20%	15,096.00	1,245.42	16,341.42
		- Activity Charting (AC)	75,480.00	20%	15,096.00	1,245.42	16,341.42
		Chart View (CV)	250,000.00	20%	50,000.00	4,125.00	54,125.00
		- Phase IV (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	5%	3,774.00	311.36	4,085.36
		- Activity Charting (AC)	75,480.00	5%	3,774.00	311.36	4,085.36
		Chart View (CV)	250,000.00	5%	12,500.00	1,031.25	13,531.25
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.5 - Phase V					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	75,480.00	20%	15,096.00	1,245.42	16,341.42
		Plan of Care (POC)	N/A	N/A	N/A	N/A	N/A
		- Phase V (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	75,480.00	5%	3,774.00	311.36	4,085.36
		Plan of Care (POC)	N/A	N/A	N/A	N/A	N/A
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.6 - Phase VI					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Acuity and Staffing Requirements (ASR)	35,700.00	20%	7,140.00	589.05	7,729.05

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Phase VI (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Acuity and Staffing Requirements (ASR)	35,700.00	5%	1,785.00	147.26	1,932.26
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.7.1 - Phase VII (Phase System Acceptance Test - first part)					
		- Application Software Fixed One-Time License Fee	(4)	10%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	10%	9,920.00	818.40	10,738.40
		Accounts Payable (AP)	68,000.00	10%	6,800.00	561.00	7,361.00
		10.3.7.2 - Phase VII (Phase System Acceptance Test - second part)					
		- Application Software Fixed One-Time License Fee	(4)	10%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	10%	9,920.00	818.40	10,738.40
		Accounts Payable (AP)	68,000.00	10%	6,800.00	561.00	7,361.00
		- Phase VII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	5%	4,960.00	409.20	5,369.20
		Accounts Payable (AP)	68,000.00	5%	3,400.00	280.50	3,680.50
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.8 - Phase VIII					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Medication Charting (MC)	60,000.00	20%	12,000.00	990.00	12,990.00
		- Phase VIII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Medication Charting (MC)	60,000.00	5%	3,000.00	247.50	3,247.50
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.9 - Phase IX					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Health Notes (HN)	96,600.00	20%	19,320.00	1,593.90	20,913.90
		- Phase IX (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Health Notes (HN)	96,600.00	5%	4,830.00	398.48	5,228.48
		- Pre-Production Use Custom Programming					

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
39	10.4	Successfully Complete Final System Acceptance Test (9)	0	0	0	0	0
40	11	Provide On-Site Implementation Support	(8)	0	(8)	0	(8)
41	12.1	Prepare and Provide System Design Reports for Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions	(10)	30%	(10)	0	(10)
42	12.2	Develop, Certify, Install and Instruct on the Use of Post-Production Use Custom Programming Modifications and Post-Production Use Interfaces	(10)	70%	(10)	0	(10)
43	12.3	Develop and Certify Post-Production Use Automated Data Conversions	(10)	30%	(10)	0	(10)
44	12.4	Execute and Document the Results of Post-Production Use Automated Conversions	(10)	40%	(10)	0	(10)
45	13	Provide Long-Term On-Site Support Staff	(11)	100%	(11)	0	(11)
46	14	Complete Final Project Acceptance Report ⁽¹⁹⁾	0	0	0	0	0
47	15	Post-Implementation Review by CONTRACTOR	(8)	0	(8)	0	(8)
48	16	Provide Post-Final Project Acceptance Assessment Report	(12)	(12)	(12)	0	(12)
49	17	Other Professional Services	(7)	100%	(7)	0	(7)
50	18.1	Delivery and Installation of SQL Connect Operating Software	(15)	0	(15)	0	(15)
51	18.2	Delivery of GUI/Client Server Operating Software	(16)	0	(16)	0	(16)
52	19.1	Delivery and Installation of System Hardware and Operating Software	0	0	0	0	0
53	19.2	Certification of Diagnostic Testing of New System Hardware					
		System Hardware	0	0	0	0	0
		System Hardware Installation	0	0	0	0	0

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Operating Software Associated with System Hardware	0	0	0	0	0
		Operating Software Associated with System Hardware	0	0	0	0	0
		Fixed Install Cost	0	0	0	0	0
54	19.3	Complete Operations Personnel Training for New System Hardware	(1)	100%	(1)	0	(1)
		19.3.1 - Operations Training - IBM AIX User Course	10,000.00	100%	10,000.00	0	10,000.00
		19.3.2 - Operations Training - IBM AIX System Administration	10,780.00	100%	10,780.00	0	10,780.00
55	20	Successfully Complete System Reliability Test (Reliability Test) for New System Hardware					
		System Hardware	329,860.20 (2)	100%	329,860.20	27,213.47	357,073.67
		System Hardware Installation	(3)	0	(3)	(3)	(3)
		Operating Software Associated with System Hardware	22,451.05 (2)	100%	22,451.05	1,852.21	24,303.26
		Operating Software Associated with System Hardware					
		Fixed Install Cost	49,300.00 (3)	100%	49,300.00	0	49,300.00

TOTAL FIXED PRICE \$4,733,702

MAXIMUM SALES/USE TAX \$290,519

MAXIMUM PROFESSIONAL SERVICES POOL
HOURS AMOUNT \$1,503,540

MAXIMUM MONTHLY SYSTEM HARDWARE
MAINTENANCE SUPPORT FEES \$250,501

MAXIMUM MONTHLY SYSTEM SOFTWARE
MAINTENANCE SUPPORT FEES (18) \$3,626,786

MAXIMUM PRORATED MONTHLY FEES
FOR PROJECT COORDINATOR \$222,840

MAXIMUM OUT-OF-POCKET EXPENSES \$96,500

MAXIMUM CONTRACT AMOUNT FOR RANCHO LOS AMIGOS
NATIONAL REHABILITATION CENTER (FORMERLY KNOWN AS
RANSHO LOS AMIGOS MEDICAL CENTER) \$10,724,388

- (1) COUNTY will make payment for this Deliverable pursuant to Subparagraph H of Paragraph V of this Exhibit B.
- (2) COUNTY will make payment for System Hardware and Operating Software Associated with System Hardware pursuant to Subparagraph D of Paragraph V of this Exhibit B.
- (3) System Hardware Installation costs are included in the cost of System Hardware and shall be paid pursuant to Subparagraph D of Paragraph V of this Exhibit B. County will make payment for Operating Software Associated with System Hardware Fixed Install Cost pursuant to Subparagraph D of Paragraph V of this Exhibit B.

II. SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
(4)		COUNTY will make payment for the Fixed One-Time License Fee for each Application Software module and the Fixed Unit Cost for Operating Software Associated with Application Software pursuant to Subparagraph B of Paragraph V of this Exhibit B.					
(5)		COUNTY will make payment for the Fixed Install Cost for each Application Software module and the Fixed Install Cost for Operating Software Associated with Application Software and the Fixed Install Cost for Operating Software Acquired Under an Unlimited User License pursuant to Subparagraph E of Paragraph V of this Exhibit B.					
(6)		COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph C of Paragraph V of this Exhibit B.					
(7)		COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph J of Paragraph V of this Exhibit B.					
(8)		Cost for this Deliverable is included in the Application Software Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V. of this Exhibit B.					
(9)		The Final System Acceptance Test shall replace the Phase System Acceptance Test for the last installed Phase under this Agreement.					
(10)		COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph G of Paragraph V of this Exhibit B.					
(11)		COUNTY will make payment for this Deliverable pursuant to Paragraph VIII of this Exhibit B.					
(12)		Cost for this Deliverable will be quoted by CONTRACTOR at time of COUNTY's selection. See discussion of payment methodology in in Subparagraph K of Paragraph V of this Exhibit B.					
(13)		County will make payment for the Fixed Unit Cost of Operating Software Acquired Under an Unlimited User License pursuant to Subparagraph F of Paragraph V of this Exhibit B.					
(14)		COUNTY will make payment for this Deliverable or Subdeliverable pursuant to Subparagraph I of Paragraph V of this Exhibit B.					
(15)		Cost for this Deliverable or Subdeliverable is included in the Operating Software Associated with Application Software Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.					
(16)		Cost for this Deliverable is included in the Operating Software Acquired Under An Unlimited User License Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.					
(17)		COUNTY will make payment for this Deliverable pursuant to Subparagraph L of Paragraph V of this Exhibit B.					
(18)		Includes Monthly Software Modification Support Fees.					
(19)		Pursuant Amendment Number Five, the payments which previously were to be made under Deliverable 14 (Complete Final Project Acceptance Report) are allocated to Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) or Deliverable 10.3 (Successfully Complete Phase System Acceptance Test), as applicable.					

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
1	1.1	Monthly COUNTY Facility Project Status Reports and Meetings	(8)	0	(8)	0	(8)
2	1.2	Weekly COUNTY Facility Project Review Meetings and Minutes	(8)	0	(8)	0	(8)
3	2.1	Verify Communications Network Expansion Plan	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
4	2.2	Communications Network Certification	0	0	0	0	0
5	2.3	Main Telecommunications Area	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
6	2.4	600 Ward and 200 Ward (Hub-2 and Hub-3)	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
7	2.5	Munsie Building	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
8	2.6	Medical Services Trailers	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
9	2.7	Temporary Relocation of Equipment and/or Furniture	N/A	N/A	N/A	N/A	N/A
10	2.8	Delivery of Updated "As Built" Drawings	N/A	N/A	N/A	N/A	N/A
		Installation, Configuration, and Certification Services	N/A	N/A	N/A	N/A	N/A
		Project Management Services	N/A	N/A	N/A	N/A	N/A
		Horizontal Cable Plant	N/A	N/A	N/A	N/A	N/A
		Intelligent Hubs	N/A	N/A	N/A	N/A	N/A
11	2.9	Changes to Communications Network Expansion Plan	0	0	0	0	0
12	2.10	Complete Communications Network Personnel Training	N/A	N/A	N/A	N/A	N/A
		2.10.1 - UB Networks - OS/2 NetDirector Network Management					

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		(W1)	N/A	N/A	N/A	N/A	N/A
		2.10.2 - UB Networks - GeoLAN/100 Product Overview and Installation (W3)	N/A	N/A	N/A	N/A	N/A
		2.10.3 - UB Networks - GeoProducts (ATM, GeoLAN/500, GeoSwitch, GeoRim) Product Overview and Installation (W4)	N/A	N/A	N/A	N/A	N/A
		2.10.4 - UB Networks - Internetworking (W5)	N/A	N/A	N/A	N/A	N/A
		2.10.5 - UB Networks - Access/EMPower (W9)	N/A	N/A	N/A	N/A	N/A
		2.10.6 - UB Networks - NETscout (W10)	N/A	N/A	N/A	N/A	N/A
		2.10.7 - Global Knowledge Network - Supporting Microsoft Windows NT (Class 211)	N/A	N/A	N/A	N/A	N/A
		2.10.8 - Global Knowledge Network - Managing Microsoft Windows NT Advanced Server (Class 237)	N/A	N/A	N/A	N/A	N/A
		2.10.9 - Global Knowledge Network - Microsoft Windows NT Expert Series: Integrating Windows NT Server with Netware Networks (Class 579)	N/A	N/A	N/A	N/A	N/A
		2.10.10 - Global Knowledge Network - Microsoft Windows NT Server Expert Series: Advanced Troubleshooting (Class 568)	N/A	N/A	N/A	N/A	N/A
		2.10.11 - Global Knowledge Network - Administering Microsoft Windows NT 4.0 (Class 661)	N/A	N/A	N/A	N/A	N/A
13	2.11	Provide and Deliver Communications Network Hardware and Software Components	N/A	N/A	N/A	N/A	N/A
		Intelligent Hubs	N/A	N/A	N/A	N/A	N/A
		Hewlett Packard LAN/WAN Protocol Analyzer	N/A	N/A	N/A	N/A	N/A
		Compaq Network Management Station	N/A	N/A	N/A	N/A	N/A
14	3.1	Delivery and Installation of System Hardware and Operating Software	0	0	0	0	0
15	3.2	Certification of Diagnostic Testing of System Hardware					
		System Hardware	584,961.00 (2)	30%	175,488.30 (3)	14,477.78 (3)	189,966.08 (3)
		Operating Software Associated with System Hardware	316,140.00 (2)	30%	94,842.00	7,824.47	102,666.47
		Operating Software Associated with System Hardware Fixed Install Cost	7,500.00 (3)	30%	2,250.00	0	2,250.00
16	3.3	Complete Operations Personnel Training	(1)	100%	(1)	0	(1)
		3.3.1 - Operations Training - Data General UNIX User Course	6,500.00	100%	6,500.00	0	6,500.00
		3.3.2 - Operations Training - Data General UNIX System Administration	7,580.00	100%	7,580.00	0	7,580.00
		3.3.3 - InterSystems - Introduction to Open M	1,580.00	100%	1,580.00	0	1,580.00
		3.3.3.1 - InterSystems -Cache Systems & Network Management	4,380.00	100%	4,380.00	0	4,380.00
		3.3.4 - InterSystems - Open M System Administration	3,980.00	100%	3,980.00	0	3,980.00
		3.3.5 - Affinity System Management	(15)	0	(15)	0	(15)
		3.3.6 - Affinity Database/Query Language	(15)	0	(15)	0	(15)
		3.3.7 - SQL Connect	(15)	0	(15)	0	(15)
		3.3.8 - Interface Training					
		A. Affinity Event Manager	(15)	0	(15)	0	(15)
		B. Affinity HL7 Library for STC DataGate	(15)	0	(15)	0	(15)
17	4	Provide Application Project Administration Assistance	(8)	0	(8)	0	(8)

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
18	5.1	Application Software Modules and Certain Operating Software Delivery, Installation and Integration	(8)	0	(8)	0	(8)
		- Application Software Fixed One-Time License Fee	(4)	25%	(4)	(4)	(4)
		Phase I					
		5.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	195,000.00	25%	48,750.00	4,021.88	52,771.88
		5.1.2 - Patient Accounting (PA)	263,750.00	25%	65,937.50	5,439.84	71,377.34
		5.1.3 - Patient Scheduling System (PSS)	195,000.00	25%	48,750.00	4,021.88	52,771.88
		5.1.4 - Medical Records (MR)	190,125.00	25%	47,531.25	3,921.33	51,452.58
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		5.1.5 - Utilization Management (UM)	56,100.00	25%	14,025.00	1,157.06	15,182.06
		5.1.6 - Quality Management (QM)	56,100.00	25%	14,025.00	1,157.06	15,182.06
		Phase II					
		5.1.7 - Order Entry/Results Reporting (OE/RR)	235,620.00	25%	58,905.00	4,859.66	63,764.66
		5.1.8 - Department Management (DM)	96,600.00	25%	24,150.00	1,992.38	26,142.38
		Phase IV					
		5.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	25%	18,870.00	1,556.78	20,426.78
		- Activity Charting (AC)	75,480.00	25%	18,870.00	1,556.78	20,426.78
		5.1.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	75,480.00	25%	18,870.00	1,556.78	20,426.78
		5.1.13 - Chart View (CV)	250,000.00	25%	62,500.00	5,156.25	67,656.25
		5.1.10 - Plan of Care (POC)	128,520.00	25%	32,130.00	2,650.73	34,780.73
		Phase VI					
		5.1.11 - Acuity and Staffing Requirements (ASR)	35,700.00	25%	8,925.00	736.31	9,661.31
		Phase VII					
		5.1.14 - General Ledger (GL)	99,200.00	25%	24,800.00	2,046.00	26,846.00
		5.1.15 - Accounts Payable (AP)	68,000.00	25%	17,000.00	1,402.50	18,402.50
		Phase VIII					
		5.1.12 - Medication Charting (MC)	60,000.00	25%	15,000.00	1,237.50	16,237.50
		Phase IX					
		5.1.16 - Health Notes (HN)	96,600.00	25%	24,150.00	1,992.38	26,142.38
		- Application Software Fixed Install Cost	(5)	30%	(5)	0	(5)
		Phase I					
		5.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	66,500.00	30%	19,950.00	0	19,950.00
		5.1.2 - Patient Accounting (PA)	100,000.00	30%	30,000.00	0	30,000.00
		5.1.3 - Patient Scheduling System (PSS)	66,500.00	30%	19,950.00	0	19,950.00
		5.1.4 - Medical Records (MR)	90,000.00	30%	27,000.00	0	27,000.00
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		5.1.5 - Utilization Management (UM)	36,720.00	30%	11,016.00	0	11,016.00
		5.1.6 - Quality Management (QM)	36,720.00	30%	11,016.00	0	11,016.00
		Phase II					
		5.1.7 - Order Entry/Results Reporting (OE/RR)	115,000.00	30%	34,500.00	0	34,500.00
		5.1.8 - Department Management (DM)	40,800.00	30%	12,240.00	0	12,240.00
		Phase IV					
		5.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	30%	10,000.00	0	10,000.00

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Activity Charting (AC)	33,333.33	30%	10,000.00	0	10,000.00
	5.1.9.2	- Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)	33,333.34	30%	10,000.00	0	10,000.00
	5.1.13	- Chart View (CV)	100,000.00	30%	30,000.00	0	30,000.00
	5.1.10	- Plan of Care (POC)	50,000.00	30%	15,000.00	0	15,000.00
		Phase VI					
	5.1.11	- Acuity and Staffing Requirements (ASR)	30,000.00	30%	9,000.00	0	9,000.00
		Phase VII					
	5.1.14	- General Ledger (GL)	45,000.00	30%	13,500.00	0	13,500.00
	5.1.15	- Accounts Payable (AP)	45,000.00	30%	13,500.00	0	13,500.00
		Phase VIII					
	5.1.12	- Medication Charting (MC)	30,000.00	30%	9,000.00	0	9,000.00
		Phase IX					
	5.1.16	- Health Notes (HN)	40,000.00	30%	12,000.00	0	12,000.00
		- Operating Software Associated with Application Software Fixed Unit Cost	-4	25%	(4)	(4)	(4)
	5.1.1	- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)					
		-Affinity Report Writer	0	25%	0	0	0
		-Affinity System Management	0	25%	0	0	0
		- Proactive Systems Fantasia	16,000.00	25%	4,000.00	330.00	4,330.00
	5.1.7-	- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		- SQL Connect (SC)	49,000.00	25%	12,250.00	1,010.63	13,260.63
		- Operating Software Associated with Application Software Fixed Install Cost	(5)	30%	(5)	0	(5)
	5.1.1	- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)					
		-Affinity Report Writer	30,000.00	30%	9,000.00	0	9,000.00
		-Affinity System Management	0	30%	0	0	0
		- Proactive Systems Fantasia	0	30%	0	0	0
	5.1.7-	- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		-SQL Connect (SC)	20,000.00	30%	6,000.00	0	6,000.00
		- Operating Software Acquired Under an Unlimited User License Fixed Unit Cost	(13)	25%	(13)	(13)	(13)
	5.1.7-	- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		-GUI/Client Server (GUI)	408,333.00	25%	102,083.25	8,421.87	110,505.12
		- Operating Software Acquired Under an Unlimited User License Fixed Install Cost	(5)	30%	(5)	0	(5)
	5.1.7-	- Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)					
		-GUI /Client Server (GUI)	15,000.00	30%	4,500.00	0	4,500.00

(Added Under Amendment Number Five of Agreement)

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III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE		PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
19	5.2	Migrate Application Software and Data	7,500.00	(14)	100%	7,500.00	0	7,500.00
20	5.3	Prepare and Provide System Design Reports for Pre-Production Use Custom Programming Modifications	(6)		20%	(6)	0	(6)
21	5.4	Develop, Certify and Install Pre-Production Use Custom Programming Modifications	0		0	0	0	0
22	5.5	Develop System Design Reports and Install Pre-Production Use Interfaces						
		5.5.1 - "Custom" Interfaces	(6)		20%	(6)	0	(6)
		5.5.2 - "Compucare Standard" Interfaces	17,500.00	(14)	100%	17,500.00	0	17,500.00
		5.5.3 - "Existing County" Interfaces	7,500.00	(14)	100%	7,500.00	0	7,500.00
		5.5.4 - Modifications to Interfaces	(6)		20%	(6)	0	(6)
23	5.6	Develop, Certify and Install Pre-Production Use Interfaces	0		0	0	0	0
24	5.7	Install Pre-Production Use Interfaces Using Interface Engine Technology						
		- Operating Software Associated with Application Software Fixed Unit Cost						
		Affinity Event Manager	30,000.00	(4)	25%	7,500.00	618.75	8,118.75
		Affinity HL7 Library for STC DataGate	10,000.00	(4)	25%	2,500.00	206.25	2,706.25
		- Operating Software Associated with Application Software Fixed Install Cost						
		Affinity Event Manager	10,000.00	(5)	30%	3,000.00	0	3,000.00
		Affinity HL7 Library for STC DataGate	20,000.00	(5)	30%	6,000.00	0	6,000.00
25	5.8	Provide Application Software Module Documentation	(8)		0	(8)	0	(8)
26	6.1	Complete Dictionary Definitions and Setup and Profile and Parameter Selection	0		0	0	0	0
27	6.2	Validate Dictionaries	(8)		0	(8)	0	(8)
		6.2.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)						
		6.2.2 - Patient Accounting (PA)						
		6.2.3 - Patient Scheduling System (PSS)						
		6.2.4 - Medical Records (MR)						
		- Medical Records Abstracting (MRA)						
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		6.2.5 - Utilization Management (UM)						
		6.2.6 - Quality Management (QM)						
		6.2.7 - Order Entry/Results Reporting (OE/RR)						
		6.2.8 - Department Management (DM)						
		6.2.9.1 - Clinical Documentation (CD)						
		- Vital Signs and Intake/Output (VS & I/O)						
		- Activity Charting (AC)						

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		6.2.9.2 - Clinical Documentation (CD) - Charting and Assessment (CHASS)					
		6.2.10 - Plan of Care (POC)					
		6.2.11 - Acuity and Staffing Requirements (ASR)					
		6.2.12 - Medication Charting (MC)					
		6.2.13 - Chart View (CV)					
		6.2.14 - General Ledger (GL)					
		6.2.15 - Accounts Payable (AP)					
		6.2.16 - Health Notes (HN)					
28	7.1	Develop Pre-Production Use Data Conversion Plans	0	0	0	0	0
29	7.2	Prepare and Provide System Design Reports for Pre-Production Use Automated Data Conversions	(6)	20%	(6)	0	(6)
30	7.3	Develop and Certify Pre-Production Use Automated Data Conversions	(6)	40%	(6)	0	(6)
31	7.4	Execute and Document Results of Pre-Production Use Automated Data Conversions	(6)	40%	(6)	0	(6)
32	8	Develop Departmental Procedures and Processes	(7)	100%	(7)	0	(7)
33	9.1	Complete COUNTY Application Coordinator Training	(8)	0	(8)	0	(8)
		9.1.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		9.1.2 - Patient Accounting (PA)					
		9.1.3 - Patient Scheduling System (PSS)					
		9.1.4 - Medical Records (MR)					
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		9.1.5 - Utilization Management (UM)					
		9.1.6 - Quality Management (QM)					
		9.1.7 - Order Entry/Results Reporting (OE/RR)					
		9.1.8 - Department Management (DM)					
		9.1.9.1 - Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)					
		- Activity Charting (AC)					
		9.1.9.2 - Clinical Documentation (CD)					
		- Charting and Assessment (CHASS)					
		9.1.10 - Plan of Care (POC)					
		9.1.11 - Acuity and Staffing Requirements (ASR)					
		9.1.12 - Medication Charting (MC)					
		9.1.13 - Chart View (CV)					
		9.1.14 - General Ledger (GL)					
		9.1.15 - Accounts Payable (AP)					
		9.1.16 - Health Notes (HN)					
34	9.2	Provide CONTRACTOR Standard Application Coordinator Training Materials	(8)	0	(8)	0	(8)
		9.2.1 - Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)					
		9.2.2 - Patient Accounting (PA)					

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE		PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		9.2.3 - Patient Scheduling System (PSS)						
		9.2.4 - Medical Records (MR)						
		- Medical Records Abstracting (MRA)						
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		9.2.5 - Utilization Management (UM)						
		9.2.6 - Quality Management (QM)						
		9.2.7 - Order Entry/Results Reporting (OE/RR)						
		9.2.8 - Department Management (DM)						
		9.2.9.1 - Clinical Documentation (CD)						
		- Vital Signs and Intake/Output (VS & I/O)						
		- Activity Charting (AC)						
		9.2.9.2 - Clinical Documentation (CD)						
		- Charting and Assessment (CHASS)						
		9.2.10 - Plan of Care (POC)						
		9.2.11 - Acuity and Staffing Requirements (ASR)						
		9.2.12 - Medication Charting (MC)						
		9.2.13 - Flow Charting (FC)						
		9.2.13 - Chart View (CV)						
		9.2.14 - General Ledger (GL)						
		9.2.15 - Accounts Payable (AP)						
		9.2.16 - Health Notes (HN)						
35	9.3	Provide Additional Training	(7)		100%	(7)	0	(7)
36	10.1	Successfully Complete System Reliability Test (Reliability Test)						
		System Hardware	584,961.00 (2)		70%	409,472.70	33,781.50	443,254.20
		System Hardware Installation	(3)		0	(3)	(3)	(3)
		Operating Software Associated with System Hardware	316,140.00 (2)		70%	221,298.00	18,257.09	239,555.09
		Operating Software Associated with System Hardware	7,500.00 (3)		70%	5,250.00	0	5,250.00
		Fixed Install Cost						
37	10.2	Successfully Complete Integrated Functional Performance Tests (Integration Test)						
		10.2.1 - Phase I						
		- Application Software Fixed One-Time License Fee	(4)		50%	(4)	(4)	(4)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	195,000.00		50%	97,500.00	8,043.75	105,543.75
		Patient Accounting (PA)	263,750.00		50%	131,875.00	10,879.69	142,754.69
		Patient Scheduling System (PSS)	195,000.00		50%	97,500.00	8,043.75	105,543.75
		Medical Records (MR)	190,125.00		50%	95,062.50	7,842.66	102,905.16
		- Medical Records Abstracting (MRA)						
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		Utilization Management (UM)	56,100.00		50%	28,050.00	2,314.13	30,364.13
		Quality Management (QM)	56,100.00		50%	28,050.00	2,314.13	30,364.13
		- Application Software Fixed Install Cost	(5)		65%	(5)	0	(5)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	66,500.00		65%	43,225.00	0	43,225.00
		Patient Accounting (PA)	100,000.00		65%	65,000.00	0	65,000.00
		Patient Scheduling System (PSS)	66,500.00		65%	43,225.00	0	43,225.00
		Medical Records (MR)	90,000.00		65%	58,500.00	0	58,500.00
		- Medical Records Abstracting (MRA)						
		- Medical Records Control (MRC)						
		- DRG/Case Mix (DRG)						
		Utilization Management (UM)	36,720.00		65%	23,868.00	0	23,868.00

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Quality Management (QM)	36,720.00	65%	23,868.00	0	23,868.00
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	50%	(4)	(4)	(4)
		Affinity Report Writer	0	50%	0	0	0
		Affinity System Management	0	50%	0	0	0
		Affinity Event Manager	30,000.00	50%	15,000.00	1,237.50	16,237.50
		Affinity HL7 Library for STC DataGate	10,000.00	50%	5,000.00	412.50	5,412.50
		Proactive Systems Fantasia	16,000.00	50%	8,000.00	660.00	8,660.00
		- Operating Software Associated with Application Software					
		Fixed Install Cost	(5)	65%	(5)	0	(5)
		Affinity Report Writer	30,000.00	65%	19,500.00	0	19,500.00
		Affinity System Management	0	0%	0	0	0
		Affinity Event Manager	10,000	65%	6,500.00	0	6,500.00
		Affinity HL7 Library for STC DataGate	20,000	65%	13,000.00	0	13,000.00
		Proactive Systems Fantasia	0	65%	0	0	0
		- Phase I (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI)	66,500.00	5%	3,325.00	0	3,325.00
		Patient Accounting (PA)	100,000.00	5%	5,000.00	0	5,000.00
		Patient Scheduling System (PSS)	66,500.00	5%	3,325.00	0	3,325.00
		Medical Records (MR)	90,000.00	5%	4,500.00	0	4,500.00
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Utilization Management (UM)	36,720.00	5%	1,836.00	0	1,836.00
		Quality Management (QM)	36,720.00	5%	1,836.00	0	1,836.00
		- Operating Software Associated with Application Software					
		Fixed Install Cost	(5)	5%	(5)	0	(5)
		Affinity Event Manager	10,000.00	5%	500.00	0	500.00
		Affinity HL7 Library for STC DataGate	20,000.00	5%	1,000.00	0	1,000.00
		Affinity Report Writer	30,000.00	5%	1,500.00	0	1,500.00
		Affinity System Management	0	5%	0	0	0
		Proactive Systems Fantasia	0	5%	0	0	0
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.2 - Phase II					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	235,620.00	50%	117,810.00	9,719.33	127,529.33
		Department Management (DM)	96,600.00	50%	48,300.00	3,984.75	52,284.75
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Order Entry/Results Reporting (OE/RR)	115,000.00	65%	74,750.00	0	74,750.00
		Department Management (DM)	40,800.00	65%	26,520.00	0	26,520.00
		- Operating Software Associated with Application Software Fixed Unit Cost	(4)	50%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	50%	24,500.00	2,021.25	26,521.25
		- Operating Software Associated with Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		SQL Connect (SC)	20,000.00	65%	13,000.00	0	13,000.00
		- Operating Software Acquired Under an Unlimited User	(13)	50%	(13)	(13)	(13)

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		License Fixed Unit Cost GUI/Client Server (GUI)	408,333.00	50%	204,166.50	16,843.74	221,010.24
		- Operating Software Acquired Under an Unlimited User License Fixed Install Cost GUI/Client Server (GUI)	(5) 15,000.00	65% 65%	(5) 9,750.00	0 0	(5) 9,750.00
		- Phase II (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost Order Entry/Results Reporting (OE/RR) Department Management (DM)	(5) 115,000.00 40,800.00	5% 5% 5%	(5) 5,750.00 2,040.00	0 0 0	(5) 5,750.00 2,040.00
		- Operating Software Associated with Application Software Fixed Install Cost SQL Connect (SC)	(5) 20,000.00	5% 5%	(5) 1,000.00	0	(5) 1,000.00
		- Operating Software Acquired Under an Unlimited User License Fixed Install Cost GUI/Client Server (GUI)	(5) 15,000.00	5% 5%	(5) 750.00	0 0	(5) 750.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.4 - Phase IV					
		- Application Software Fixed One-Time License Fee Clinical Documentation (CD)	(4)	50%	(4)	(4)	(4)
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	50%	37,740.00	3,113.55	40,853.55
		- Activity Charting (AC)	75,480.00	50%	37,740.00	3,113.55	40,853.55
		- Charting and Assessment (CHASS)	75,480.00	50%	37,740.00	3,113.55	40,853.55
		Chart View (CV)	250,000.00	50%	125,000.00	10,312.50	135,312.50
		Plan of Care (POC)	128,520.00	50%	64,260.00	5,301.45	69,561.45
		- Application Software Fixed Install Cost Clinical Documentation (CD)	(5)	65%	(5)	0	(5)
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	65%	21,666.67	0	21,666.67
		- Activity Charting (AC)	33,333.33	65%	21,666.67	0	21,666.67
		- Charting and Assessment (CHASS)	33,333.34	65%	21,666.67	0	21,666.67
		Chart View (CV)	100,000.00	65%	65,000.00	0	65,000.00
		Plan of Care (POC)	50,000.00	65%	32,500.00	0	32,500.00
		- Phase IV (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost Clinical Documentation (CD)	(5)	5%	(5)	0	(5)
		- Vital Signs and Intake/Output (VS & I/O)	33,333.33	5%	1,666.67	0	1,666.67
		- Activity Charting (AC)	33,333.33	5%	1,666.67	0	1,666.67
		- Charting and Assessment (CHASS)	33,333.34	5%	1,666.67	0	1,666.67
		Chart View (CV)	100,000.00	5%	5,000.00	0	5,000.00
		Plan of Care (POC)	50,000.00	5%	2,500.00	0	2,500.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.6 - Phase VI					
		- Application Software Fixed One-Time License Fee Acuity and Staffing Requirements (ASR)	(4) 35,700.00	50% 50%	(4) 17,850.00	(4) 1,472.63	(4) 19,322.63
		- Application Software Fixed Install Cost Acuity and Staffing Requirements (ASR)	(5) 30,000.00	65% 65%	(5) 19,500.00	0 0	(5) 19,500.00

(Added Under Amendment Number Five of Agreement)

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III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV- ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		- Phase VI (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		Acuity and Staffing Requirements (ASR)	30,000.00	5%	1,500.00	0	1,500.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.7 - Phase VII					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	50%	49,600.00	4,092.00	53,692.00
		Accounts Payable (AP)	68,000.00	50%	34,000.00	2,805.00	36,805.00
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		General Ledger (GL)	45,000.00	65%	29,250.00	0	29,250.00
		Accounts Payable (AP)	45,000.00	65%	29,250.00	0	29,250.00
		- Phase VII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(5)	5%	(5)	0	(5)
		General Ledger (GL)	45,000.00	5%	2,250.00	0	2,250.00
		Accounts Payable (AP)	45,000.00	5%	2,250.00	0	2,250.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.8 - Phase VIII					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Medication Charting (MC)	60,000.00	50%	30,000.00	2,475.00	32,475.00
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Medication Charting (MC)	30,000.00	65%	19,500.00	0	19,500.00
		- Phase VIII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(4)	5%	(4)	(4)	(4)
		Medication Charting (MC)	30,000.00	5%	1,500.00	0	1,500.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.2.9 - Phase IX					
		- Application Software Fixed One-Time License Fee	(4)	50%	(4)	(4)	(4)
		Health Notes (HN)	96,600.00	50%	48,300.00	3,984.75	52,284.75
		- Application Software Fixed Install Cost	(5)	65%	(5)	0	(5)
		Health Notes (HN)	40,000.00	65%	26,000.00	2,145.00	28,145.00
		- Phase IX (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed Install Cost	(4)	5%	(4)	(4)	(4)
		Health Notes (HN)	96,600.00	5%	4,830.00	0	4,830.00
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
10.3.1 - Phase I							
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	195,000.00	20%	39,000.00	3,217.50	42,217.50
		Patient Accounting (PA)	263,750.00	20%	52,750.00	4,351.88	57,101.88
		Patient Scheduling System (PSS)	195,000.00	20%	39,000.00	3,217.50	42,217.50
		Medical Records (MR)	190,125.00	20%	38,025.00	3,137.06	41,162.06
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Utilization Management (UM)	56,100.00	20%	11,220.00	925.65	12,145.65
		Quality Management (QM)	56,100.00	20%	11,220.00	925.65	12,145.65
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	20%	(4)	(4)	(4)
		Affinity Report Writer	0	20%	0	0	0
		Affinity System Management	0	20%	0	0	0
		Affinity Event Manager	30,000.00	20%	6,000.00	495.00	6,495.00
		Affinity HL7 Library for STC DataGate	10,000.00	20%	2,000.00	165.00	2,165.00
		Proactive Systems Fantasia	16,000.00	20%	3,200.00	264.00	3,464.00
		- Pre-Production Use Custom Programming					
		Modifications and Pre-Production Use "Custom"					
		Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		- Phase I (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI)	195,000.00	5%	9,750.00	804.38	10,554.38
		Patient Accounting (PA)	263,750.00	5%	13,187.50	1,087.97	14,275.47
		Patient Scheduling System (PSS)	195,000.00	5%	9,750.00	804.38	10,554.38
		Medical Records (MR)	190,125.00	5%	9,506.25	784.27	10,290.52
		- Medical Records Abstracting (MRA)					
		- Medical Records Control (MRC)					
		- DRG/Case Mix (DRG)					
		Utilization Management (UM)	56,100.00	5%	2,805.00	231	3,036.41
		Quality Management (QM)	56,100.00	5%	2,805.00	231	3,036.41
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	5%	(4)	(4)	(4)
		Affinity Report Writer	0	0	0	0	0
		Affinity System Management	0	0	0	0	0
		Affinity Event Manager	30,000.00	5%	1,500.00	123.75	1,623.75
		Affinity HL7 Library for STC DataGate	10,000.00	5%	500.00	41.25	541.25
		Proactive Systems Fantasia	16,000.00	5%	800.00	66.00	866.00
		10.3.2 - Phase II					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	235,620.00	20%	47,124.00	3,887.73	51,011.73
		Department Management (DM)	96,600.00	20%	19,320.00	1,593.90	20,913.90
		- Operating Software Associated with Application Software					
		Fixed Unit Cost	(4)	20%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	20%	9,800.00	808.50	10,608.50
		- Operating Software Acquired Under an Unlimited User					
		License Fixed Unit Cost	(13)	20%	(13)	(13)	(13)
		GUI/Client Server (GUI)	408,333.00	20%	81,666.60	6,737.49	88,404.09

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
- Phase II (Pursuant to Amendment Number Five) ⁽¹⁹⁾							
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Order Entry/Results Reporting (OE/RR)	235,620.00	5%	11,781.00	971.93	12,752.93
		Department Management (DM)	96,600.00	5%	4,830.00	398.48	5,228.48
- Operating Software Associated with Application Software							
		Fixed Unit Cost	(4)	5%	(4)	(4)	(4)
		SQL Connect (SC)	49,000.00	5%	2,450.00	202.13	2,652.13
- Operating Software Acquired Under an Unlimited User License							
		Fixed Unit Cost	(13)	5%	(13)	(13)	(13)
		GUI/Client Server (GUI)	408,333.00	5%	20,416.65	1,684.37	22,101.02
- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces							
			(6)	40%	(6)	0	(6)
10.3.4 - Phase IV							
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	20%	15,096.00	1,245.42	16,341.42
		- Activity Charting (AC)	75,480.00	20%	15,096.00	1,245.42	16,341.42
		- Charting and Assessment (CHASS)	75,480.00	20%	15,096.00	1,245.42	16,341.42
		Chart View (CV)	250,000.00	20%	50,000.00	4,125.00	54,125.00
		Plan of Care (POC)	128,520.00	20%	25,704.00	2,120.58	27,824.58
- Phase IV (Pursuant to Amendment Number Five) ⁽¹⁹⁾							
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Clinical Documentation (CD)					
		- Vital Signs and Intake/Output (VS & I/O)	75,480.00	5%	3,774.00	311.36	4,085.36
		- Activity Charting (AC)	75,480.00	5%	3,774.00	311.36	4,085.36
		- Charting and Assessment (CHASS)	75,480.00	5%	3,774.00	311.36	4,085.36
		Chart View (CV)	250,000.00	5%	12,500.00	1,031.25	13,531.25
		Plan of Care (POC)	128,520.00	5%	6,426.00	530.15	6,956.15
- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces							
			(6)	40%	(6)	0	(6)
10.3.6 - Phase VI							
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Acuity and Staffing Requirements (ASR)	35,700.00	20%	7,140.00	589.05	7,729.05
- Phase VI (Pursuant to Amendment Number Five) ⁽¹⁹⁾							
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Acuity and Staffing Requirements (ASR)	35,700.00	5%	1,785.00	147.26	1,932.26
- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces							
			(6)	40%	(6)	0	(6)
10.3.7.1 - Phase VII (Phase System Acceptance Test - first part)							
		- Application Software Fixed One-Time License Fee	(4)	10%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	10%	9,920.00	818.40	10,738.40
		Accounts Payable (AP)	68,000.00	10%	6,800.00	561.00	7,361.00
10.3.7.2 - Phase VII (Phase System Acceptance Test - second part)							
		- Application Software Fixed One-Time License Fee	(4)	10%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	10%	9,920.00	818.40	10,738.40

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		Accounts Payable (AP)	68,000.00	10%	6,800.00	561.00	7,361.00
		- Phase VII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		General Ledger (GL)	99,200.00	5%	4,960.00	409.20	5,369.20
		Accounts Payable (AP)	68,000.00	5%	3,400.00	280.50	3,680.50
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.8 - Phase VIII					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Medication Charting (MC)	60,000.00	20%	12,000.00	990.00	12,990.00
		- Phase VIII (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Medication Charting (MC)	60,000.00	5%	3,000.00	247.50	3,247.50
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
		10.3.9 - Phase IX					
		- Application Software Fixed One-Time License Fee	(4)	20%	(4)	(4)	(4)
		Health Notes (HN)	96,600.00	20%	19,320.00	1,593.90	20,913.90
		- Phase IX (Pursuant to Amendment Number Five) ⁽¹⁹⁾					
		- Application Software Fixed One-Time License Fee	(4)	5%	(4)	(4)	(4)
		Health Notes (HN)	96,600.00	5%	4,830.00	398.48	5,228.48
		- Pre-Production Use Custom Programming Modifications and Pre-Production Use "Custom" Interfaces and Pre-Production Use Modifications to Interfaces	(6)	40%	(6)	0	(6)
39	10.4	Successfully Complete Final System Acceptance Test (9)	0	0	0	0	0
40	11	Provide On-Site Implementation Support	(8)	0	(8)	0	(8)
41	12.1	Prepare and Provide System Design Reports for Post- Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions	(10)	30%	(10)	0	(10)
42	12.2	Develop, Certify, Install and Instruct on the Use of Post- Production Use Custom Programming Modifications and Post-Production Use Interfaces	(10)	70%	(10)	0	(10)
43	12.3	Develop and Certify Post-Production Use Automated Data Conversions	(10)	30%	(10)	0	(10)
44	12.4	Execute and Document Results of Post-Production Use Automated Data Conversions	(10)	40%	(10)	0	(10)

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
45	13	Provide Long-Term On-Site Support Staff	(11)	100%	(11)	0	(11)
46	14	Complete Final Project Acceptance Report ⁽¹⁹⁾	0	0	0	0	0
47	15	Post-Implementation Review by CONTRACTOR	(8)	0	(8)	0	(8)
48	16	Provide Post-Final Project Acceptance Assessment Report	(12)	(12)	(12)	0	(12)
49	17	Other Professional Services	(7)	100%	(7)	0	(7)
50	18.1	Delivery and Installation of SQL Connect Operating Software	(15)	0	(15)	0	(15)
51	18.2	Delivery of GUI/Client Server Operating Software	(16)	0	(16)	0	(16)
52	19.1	Delivery and Installation of System Hardware and Operating Software	0	0	0	0	0
53	19.2	Certification of Diagnostic Testing of New System Hardware					
		System Hardware	0	0	0	0	0
		System Hardware Installation	0	0	0	0	0
		Operating Software Associated with System Hardware	0	0	0	0	0
		Operating Software Associated with System Hardware	0	0	0	0	0
		Fixed Install Cost	0	0	0	0	0
54	19.3	Complete Operations Personnel Training for New System Hardware	(1)	100%	(1)	0	(1)
		19.3.1 - Operations Training - IBM AIX User Course	10,000.00	100%	10,000.00	0	10,000.00
		19.3.2 - Operations Training - IBM AIX System Administration	10,780.00	100%	10,780.00	0	10,780.00
55	20	Successfully Complete System Reliability Test (Reliability Test) for New System Hardware					
		System Hardware	732,824.96 (2)	100%	732,824.96	60,458.06	793,283.02
		System Hardware Installation	(3)	0	(3)	(3)	(3)
		Operating Software Associated with System Hardware	41,753.45 (2)	100%	41,753.45	3,444.66	45,198.11
		Operating Software Associated with System Hardware					
		Fixed Install Cost	49,300.00 (3)	100%	49,300.00	0	49,300.00
TOTAL FIXED PRICE			\$5,665,938				
MAXIMUM SALES/USE TAX			\$368,591				
MAXIMUM PROFESSIONAL SERVICES POOL HOURS AMOUNT			\$2,566,180				
MAXIMUM MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEES			\$318,341				
MAXIMUM MONTHLY SYSTEM SOFTWARE MAINTENANCE SUPPORT FEES (18)			\$4,562,827				

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM NO.	DELIV-ERABLE NO.	TITLE	TOTAL FIXED PRICE	PAYMENT %	AMOUNT DUE	SALES/USE TAX	FIXED PAYMENT TOTAL
		MAXIMUM PRORATED MONTHLY FEES FOR PROJECT COORDINATOR	\$227,785				
		MAXIMUM OUT-OF-POCKET EXPENSES	\$97,050				
		MAXIMUM CONTRACT AMOUNT FOR MARTIN LUTHER KING, JR./DREW MEDICAL CENTER	<u>\$13,806,712</u>				

- (1) COUNTY will make payment for this Deliverable pursuant to Subparagraph H of Paragraph V of this Exhibit B.
- (2) COUNTY will make payment for System Hardware and Operating Software Associated with System Hardware pursuant to Subparagraph D of Paragraph V of this Exhibit B.
- (3) System Hardware Installation costs are included in the cost of System Hardware and shall be paid pursuant to Subparagraph D of Paragraph V of this Exhibit B. County will make payment for Operating Software Associated with System Hardware Fixed Install Cost pursuant to Subparagraph D of Paragraph V of this Exhibit B.
- (4) COUNTY will make payment for the Fixed One-Time License Fee for each Application Software module and the Fixed Unit Cost for Operating Software Associated with Application Software pursuant to Subparagraph B of Paragraph V of this Exhibit B.
- (5) COUNTY will make payment for the Fixed Install Cost for each Application Software module and the Fixed Install Cost for Operating Software Associated with Application Software and the Fixed Install Cost for Operating Software Acquired Under an Unlimited User License pursuant to Subparagraph E of Paragraph V of this Exhibit B.
- (6) COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph C of Paragraph V of this Exhibit B.
- (7) COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph J of Paragraph V of this Exhibit B.
- (8) Cost for this Deliverable is included in the Application Software Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.
- (9) The Final System Acceptance Test shall replace the Phase System Acceptance Test for the last installed Phase under this Agreement.
- (10) COUNTY will make payment for this Deliverable out of Professional Services Pool hours pursuant to Subparagraph G of Paragraph V of this Exhibit B.
- (11) COUNTY will make payment for this Deliverable pursuant to Paragraph VIII of this Exhibit B.
- (12) Cost for this Deliverable will be quoted by CONTRACTOR at time of COUNTY's selection. See discussion of payment methodology in Subparagraph K of Paragraph V of this Exhibit B.
- (13) County will make payment for the Fixed Unit Cost of Operating Software Acquired Under an Unlimited User License pursuant to Subparagraph F of Paragraph V of this Exhibit B.
- (14) COUNTY will make payment for this Deliverable or Subdeliverable pursuant to Subparagraph I of Paragraph V of this Exhibit B.
- (15) Cost for this Deliverable or Subdeliverable is included in the Operating Software Associated with Application Software Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.
- (16) Cost for this Deliverable is included in the Operating Software Acquired Under An Unlimited User License Fixed Install Cost and will be paid pursuant to Subparagraph E of Paragraph V of this Exhibit B.
- (17) COUNTY will make payment for this Deliverable pursuant to Subparagraph L of Paragraph V of this Exhibit B.
- (18) Includes Monthly Software Modification Support Fees.

III. SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

ITEM	DELIV-		TOTAL				FIXED
NO.	ERABLE NO.	TITLE	FIXED	PAYMENT	AMOUNT	SALES/USE	PAYMENT
			PRICE	%	DUE	TAX	TOTAL

- (19) Pursuant Amendment Number Five, the payments which previously were to be made under Deliverable 14 (Complete Final Project Acceptance Report) are allocated to Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) or Deliverable 10.3 (Successfully Complete Phase System Acceptance Test), as applicable.

SUMMARY OF MAXIMUM CONTRACT AMOUNTS

MAXIMUM CONTRACT AMOUNT FOR HIGH DESERT HEALTH SYSTEM (FORMERLY KNOWN AS HIGH DESERT HOSPITAL)	\$9,956,902
MAXIMUM CONTRACT AMOUNT FOR RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER (FORMERLY KNOWN AS RANCHO LOS AMIGOS MEDICAL CENTER)	\$10,724,388
MAXIMUM CONTRACT AMOUNT FOR MARTIN LUTHER KING, JR./ DREW MEDICAL CENTER	<u>\$13,806,712</u>
MAXIMUM CONTRACT AMOUNT (CONTRACT SUM)	\$34,488,002

EXHIBIT B
SCHEDULE OF PAYMENTS
SUPPLEMENTAL/SUPPORTING INFORMATION

IV. PROFESSIONAL SERVICES POOL HOURS:

- A. HDH shall have the option to use up to a maximum fifteen thousand six hundred and nineteen (15,619) hours, not to exceed One Million Two Hundred and Three Thousand Five Hundred and Forty Dollars (\$1,203,540), RLAMC shall have the option to use up to a maximum eighteen thousand (18,000) hours, not to exceed One Million Five Hundred Three Thousand Five Hundred and Forty Dollars (\$1,503,540), and KDMC shall have the option to use up to a maximum twenty-eight thousand and fifty-nine (28,059) hours, not to exceed Two Million Five Hundred Sixty-Six Thousand One Hundred and Eighty Dollars (\$2,566,180) (hereafter such hours for HDH, RLAMC and KDMC collectively referred to as "Professional Services Pool").

All payments and associated hours approved and paid by COUNTY under Subparagraphs A, B, and C of this Paragraph IV shall correspondingly reduce the maximum Professional Services Pool hours dollar amount (\$1,203,540 for HDH, \$1,503,540 for RLAMC, and \$2,566,180 for KDMC) and maximum Professional Services Pool hours (15,619 for HDH, 18,000 for RLAMC, and 28,059 for KDMC) available to COUNTY for CP Modifications, Interfaces (excluding those Interfaces identified as "Compucare Standard" and "Existing County" in Subparagraph 5.9 (Develop System Design Reports and Install Pre-Production Use Interfaces) of Exhibit A (Statement of Work) and those Interfaces covered by Subparagraph 5.12 (Subtask 5.6 - Install Pre-Production Use Interfaces Using Interface Engine Technology) of Exhibit A (Statement of Work)), automated conversions, departmental procedures and processes, additional training, and other professional services (hereafter in this Paragraph IV, such work collectively referred to "Professional Services"), as described in Subparagraphs A, B, and C, for the applicable COUNTY Facility. Upon exhaustion of the maximum Professional Services Pool hours dollar amount (\$1,203,540 for HDH, \$1,503,540 for RLAMC, and \$2,566,180 for KDMC), for the applicable COUNTY Facility as described in Subparagraphs A, B, and C, all other Professional Services shall be requested by COUNTY and provided by CONTRACTOR as Optional Professional Services in accordance with Paragraph 43 (Option to Procure Optional Hardware, Optional Software, Optional Professional Services) of the body of this Agreement and Exhibit K (Optional Hardware/Optional Software/Optional Professional Services).

- B. CONTRACTOR's job levels for Professional Services are as follows:

	<u>Calendar Year:</u>				
(1) <u>Level A</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
On-Site Monthly Rate	\$15,509	\$16,284	\$16,773	\$18,492	\$18,492
Off-Site Hourly Rate	\$156	\$164	\$169	\$172	\$172

A Level A individual directs and manages activities of CONTRACTOR's staff to accomplish such tasks and objectives as are defined from time to time by CONTRACTOR and COUNTY. A Level A individual reports to COUNTY's Project Director regarding performance, personnel matters, operating standards, systems evaluation, and actions on all activities being performed by CONTRACTOR personnel.

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(2)	<u>Level B</u>	<u>Calendar Year:</u>				
		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
	On-Site Monthly Rate	\$13,106	\$13,761	\$14,174	\$15,627	\$15,627
	Off-Site Hourly Rate	\$114	\$120	\$123	\$147	\$147

A Level B individual provides consultation regarding specific tasks and objectives defined from time to time by CONTRACTOR and COUNTY related to the general operation and support of the System.

(3)	<u>Level C</u>	<u>Calendar Year:</u>				
		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
	On-Site Monthly Rate	\$10,298	\$10,813	\$11,137	\$12,279	\$12,279
	Off-Site Hourly Rate	\$95	\$100	\$103	\$126	\$126

A Level C individual provides assistance in analysis, design, programming, documentation writing and editing, training, testing, maintenance, review, installation and implementation of original or previously written programs, systems, utilities or functions.

(4)	<u>Level D</u>	<u>Calendar Year:</u>				
		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
	On-Site Monthly Rate	\$7,640	\$8,022	\$8,263	\$9,110	\$9,110
	Off-Site Hourly Rate	\$79	\$83	\$85	\$89	\$89

A Level D individual designs and codes programs, assists in testing and debugging of programs, provides technical assistance in problem solving, and provides training services.

(5)	<u>Level E</u>	<u>Calendar Year:</u>				
		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
	On-Site Monthly Rate	\$5,461	\$5,734	\$5,906	\$6,511	\$6,511
	Off-Site Hourly Rate	\$69	\$72	\$75	\$76	\$76

A Level E individual is responsible for monitoring operation of programs, executing specified functions such as creating tapes or printing reports, performing backup procedures, and, to the extent authorized by CONTRACTOR and COUNTY, answering system user calls, participating in configuration services, and providing operations training services.

(6)	<u>Level F</u>	<u>Calendar Year:</u>				
		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
	On-Site Monthly Rate	\$4,587	\$4,816	\$4,961	\$5,470	\$5,470
	Off-Site Hourly Rate	\$43	\$45	\$47	\$48	\$48

A Level F individual is responsible for providing clerical and/or secretarial support such as typing, word processing, filing, indexing, etc.

- C. Upon COUNTY's request for each CP Modification, CONTRACTOR shall provide COUNTY a written System Design Report, including a written quotation of a maximum total price (including, but not limited to, CONTRACTOR job level recommended) and estimated Out-of-Pocket Expenses (if applicable), pursuant to Subparagraphs 5.6 (Subtask 5.4 - Develop System Design Reports and Install Pre-Production Use Custom Programming Modifications) or 12.1 (Subtask 12.1 - Prepare System Design Reports for Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions) of Exhibit A (Statement of Work). CONTRACTOR's quotation shall be valid for sixty (60) days from submission.

(Revised Under Amendment Number Five of Agreement)

provide COUNTY, within ten (10) days of receipt of such request, a written quotation of a maximum total price (including, but not limited to, CONTRACTOR job level recommended) and estimated Out-of-Pocket Expenses (if applicable), in response to COUNTY's request. CONTRACTOR's quotation shall be valid for sixty (60) days from submission.

- D. All payments and associated hours for Professional Services approved and paid by COUNTY under this Paragraph IV shall correspondingly reduce the maximum Professional Services Pool hours dollar amount (\$1,203,540 for HDH, \$1,503,540 for RLAMC, and \$2,566,180 for KDMC) and maximum Professional Services Pool hours (15,619 for HDH, 18,000 for RLAMC, and 28,059 for KDMC) available to the applicable COUNTY Facility.
- E. Notwithstanding any other provision of this Agreement, CONTRACTOR and COUNTY agree that COUNTY will be charged once for the development of each CP Modification requested by COUNTY, after which, such modification, without further change or alteration, shall be available to all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC at no additional development charge under this Agreement.
- F. Each COUNTY Facility selecting any CP Modification referenced in Subparagraph E above and electing to have CONTRACTOR perform maintenance on such modification which is provided for in Exhibit D (Schedule of Maintenance), shall pay Monthly Software Modification Support Fees in accordance with the formula described in Exhibit D (Schedule of Maintenance), Schedule II (Maintenance Fee Schedule), Sections A.IV (Monthly Software Modification Support Fees), B.IV (Monthly Software Modification Support Fees), and C.IV (Monthly Software Modification Support Fees).
- G. Notwithstanding any other provision of this Exhibit B, no Out-of-Pocket Expenses shall be paid using Professional Services Pool hours, and all Out-of-Pocket Expenses shall be paid only in accordance with Paragraph VI (Out-of-Pocket Expense Payments) of this Exhibit B.

V. PAYMENT SCHEDULE FOR PARAGRAPH I (SCHEDULE OF PAYMENTS - HIGH DESERT HOSPITAL), PARAGRAPH II (SCHEDULE OF PAYMENTS - RANCHO LOS AMIGOS MEDICAL CENTER), AND PARAGRAPH III (SCHEDULE OF PAYMENTS - MARTIN LUTHER KING, JR./DREW MEDICAL CENTER) OF THIS EXHIBIT B:

A. Payment Timeframes:

Except as otherwise provided in this Exhibit B, payments by COUNTY to CONTRACTOR under Paragraphs I (Schedule of Payments - High Desert Hospital), II (Schedule of Payments - Rancho Los Amigos Medical Center),

and III (Schedule of Payments - Martin Luther King, Jr./Drew Medical Center) of this Exhibit B will occur within thirty (30) days of receipt by COUNTY of CONTRACTOR's invoice and COUNTY approval of the particular deliverable. COUNTY shall be entitled to a two percent (2%) discount for payments made by COUNTY to CONTRACTOR within thirty (30) days of receipt by COUNTY of CONTRACTOR's invoice under Paragraphs I, II, and III of this Exhibit B for those deliverables and invoices, or portions thereof, which are not provided by subcontractors or other third parties under this Agreement.

COUNTY's payment for deliverables and invoices is not conditional on the sequence of payments listed in Paragraphs I, II, and III of this Exhibit B.

B. Payment/Withhold Methodology for Application Software Modules and Operating Software Associated with Application Software shown in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work):

Payment/withhold methodology for the Fixed One-Time License Fee for each Application Software module and the Fixed Unit Cost for each item of Operating Software Associated with Application Software as shown in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) is as follows:

1. For each COUNTY Facility, the Fixed One-Time License Fee, as shown in Section II.A (Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) for each Application Software module specified, will be due CONTRACTOR in accordance with the following payment percentages:
 - (a) Twenty-five percent (25%) of the Fixed One-Time License Fee for each Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 5.1 (Application Software Module Delivery, Installation and Integration) for such Application Software module;
 - (b) Fifty percent (50%) of the Fixed One-Time License Fee for each Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for such Application Software module;
 - (c)
 - (1) Twenty percent (20%) of the Fixed One-Time License Fee for each Application Software module (except Phase VII Application Software modules) will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for such Application Software module;
 - (2) The balance of five percent (5%) of the Fixed One-Time License Fee for each Application Software module (except Phase VII Application Software modules) will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for such Application Software module;

- (d)
 - (1) Ten percent (10%) of the Fixed One-Time License Fee for each Phase VII Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test), Subdeliverable 10.3.7.1 (Phase System Acceptance Test - first part) for such Application Software module;
 - (2) Ten percent (10%) of the Fixed One-Time License Fee for each Phase VII Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test), Subdeliverable 10.3.7.2 (Phase System Acceptance Test - second part) for such Application Software module; and
 - (3) The balance of five percent (5%) of the Fixed One-Time License Fee for each Phase VII Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test), Subdeliverable 10.3.7.2 (Phase System Acceptance Test - second part) for such Application Software module.
- 2. For each COUNTY Facility, the Fixed Unit Cost, as shown in Section II.B.2 (Operating Software Associated with Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), for each item of Operating Software Associated with Application Software (except SQL Connect (SC), Affinity Event Manager, and Affinity HL7 Library for STC DataGate) specified will be due CONTRACTOR in accordance with the following payment percentages:
 - (a) Twenty-five percent (25%) of the Fixed Unit Cost for each such item of Operating Software Associated with Application Software will be due CONTRACTOR upon completion and COUNTY's written approval of Subdeliverable 5.1.1 (Application Software Module Delivery, Installation and Integration for Admitting/Discharge/Transfer/Registration/ Medical Records Index (ADTR/MRI));
 - (b) Fifty percent (50%) of the Fixed Unit Cost for each such item of Operating Software Associated with Application Software will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase I;
 - (c) Twenty percent (20%) of the Fixed Unit Cost for each such item of Operating Software Associated with Application Software will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase I; and

- (d) The balance of five percent (5%) of the Fixed Unit Cost for each such item of Operating Software Associated with Application Software will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase I.
- 3. For each COUNTY Facility, the Fixed Unit Cost, as shown in Section II.B.2 (Operating Software Associated with Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), for SQL Connect (SC) will be due CONTRACTOR in accordance with the following payment percentages:
 - (a) Twenty-five percent (25%) of the Fixed Unit Cost for SQL Connect (SC) will be due CONTRACTOR upon completion and COUNTY's written approval of Subdeliverable 5.1.7 (Application Software Module Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR));
 - (b) Fifty percent (50%) of the Fixed Unit Cost for SQL Connect (SC) will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase II;
 - (c) Twenty percent (20%) of the Fixed Unit Cost for SQL Connect (SC) will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase II; and
 - (d) The balance of five percent (5%) of the Fixed Unit Cost for SQL Connect (SC) will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase II.
- 4. For each COUNTY Facility, the Fixed Unit Cost, as shown in Section II.B.2 (Operating Software Associated with Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR in accordance with the following payment percentages:
 - (a) Twenty-five percent (25%) of the Fixed Unit Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 5.7 (Install Pre-Production Use Interfaces Using Interface Engine Technology);

- (b) Fifty percent (50%) of the Fixed Unit Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase I;
 - (c) Twenty percent (20%) of the Fixed Unit Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase I; and
 - (d) The balance of five percent (5%) of the Fixed Unit Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase I.
- 5. For each COUNTY Facility, COUNTY will be responsible and CONTRACTOR shall invoice COUNTY only for payment of the Fixed One-Time License Fee for each Application Software module which COUNTY elects to purchase and install in accordance with the Introduction of Exhibit A (Statement of Work).
- C. Payment/Withhold Methodology for Pre-Production Use Custom Programming Modifications, Pre-Production Use Interfaces and Pre-Production Use Automated Conversions Specified in Exhibit A (Statement of Work):
 Payment/withhold methodology for pre-Production Use CP Modifications, pre-Production Use Interfaces and pre-Production Use automated conversions as specified in Exhibit A (Statement of Work) is as follows:
 - 1. For each COUNTY Facility, the following payment percentages will be due CONTRACTOR for each approved System Design Report for each pre-Production Use CP Modification, pre-Production Use Interface (excluding those Interfaces identified as "Compucare Standard" and "Existing County" in Subparagraph 5.9 (Develop System Design Reports and Install Pre-Production Use Interfaces) of Exhibit A (Statement of Work) and those Interfaces covered by Subparagraph 5.12 (Subtask 5.6 - Install Pre-Production Use Interfaces Using Interface Engine Technology) of Exhibit A (Statement of Work)), and pre-Production Use automated conversion as specified in Exhibit A (Statement of Work):
 - (a) Twenty percent (20%) of the maximum total price quoted in the approved System Design Report upon COUNTY's written

First Adaptation Agreement or Second Adaptation Agreement, COUNTY shall pay the additional amount due upon receipt of invoices for the above payments first coming due under this Agreement.

4. Notwithstanding any other provision of this Agreement, any of the COUNTY Facility-specific Requirements with an Identifier of "EX" as shown on Attachment A (Baseline Application Software, Existing COUNTY Modifications and Custom Programming Modifications) to Exhibit A (Statement of Work) shall be available for implementation at any or all COUNTY Facilities at no additional cost to COUNTY, provided that no change to the programming code is necessary.

D. Payment/Withhold Methodology for System Hardware, Operating Software Associated with System Hardware, and associated Operating Software Installation Costs shown in Attachment B (System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work):

Payment/withhold methodology for System Hardware, Operating Software Associated with System Hardware, and associated Operating Software installation costs shown in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) is as follows:

For each COUNTY Facility, the System Hardware Fixed Unit Cost, as shown in Section I (System Hardware), Operating Software Associated with System Hardware Fixed Unit Cost, as shown in Section II.B.1 (Operating Software Associated with System Hardware), and associated Operating Software Fixed Install Cost, as shown in Section II.B.1 (Operating Software Associated with System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), will be due CONTRACTOR in accordance with the following payment percentages:

1. For System Hardware and Operating Software Associated with System Hardware provided by CONTRACTOR prior to Amendment Number Five, thirty percent (30%) of System Hardware Fixed Unit Cost, Operating Software Associated with System Hardware Fixed Unit Cost, and associated Operating Software Fixed Install Cost will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 3.2 (Certification of Diagnostic Testing of System Hardware);
2. For System Hardware and Operating Software Associated with System Hardware provided by CONTRACTOR prior to Amendment Number Five, the balance of seventy percent (70%) of System Hardware Fixed Unit Cost, Operating Software Associated with System Hardware Fixed Unit Cost, and associated Operating Software Fixed Install Cost will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.1 (Successfully Complete System Reliability Test (Reliability Test)); and
3. For System Hardware and Operating Software Associated with System Hardware provided by CONTRACTOR under Amendment Number Five, one hundred percent (100%) of System Hardware Fixed Unit Cost, Operating Software Associated with System Hardware Fixed Unit Cost, and associated Operating Software Fixed Install Cost will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) for New System Hardware).

- E. Payment/Withhold Methodology for the Fixed Install Cost for Application Software Modules, Operating Software Associated with Application Software and Operating Software Acquired Under An Unlimited User License shown in Attachment B (System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work):
1. For each COUNTY Facility, the Fixed Install Cost for each Application Software module, as shown in Section II.A (Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) will be due CONTRACTOR in accordance with the following payment percentages:
 - (a) Thirty percent (30%) of the Fixed Install Cost for each Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 5.1 (Application Software Module Delivery, Installation and Integration) for such Application Software module;
 - (b) Sixty-five percent (65%) of the Fixed Install Cost for each Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for such Application Software module; and
 - (c) The balance of five percent (5%) of the Fixed Install Cost for each Application Software module will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for such Application Software module.
 2. For each COUNTY Facility, the Fixed Install Cost for each item of Operating Software Associated with Application Software (except SQL Connect (SC), Affinity Event Manager, and Affinity HL7 Library for STC DataGate), as shown in Section II.B.2 (Operating Software Associated with Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), will be due CONTRACTOR in accordance with the following payment percentages:
 - (a) Thirty percent (30%) of the Fixed Install Cost for each such item of Operating Software Associated with Application Software will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 5.1.1 (Application Software Module Delivery, Installation and Integration for

Admitting/Discharge/Transfer/Registration/Medical Records Index (ADTR/MRI));

- (b) Sixty-five percent (65%) of the Fixed Install Cost for each such item of Operating Software Associated with Application Software will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase I; and
 - (c) The balance of five percent (5%) of the Fixed Install Cost for each such item of Operating Software Associated with Application Software will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase I.
- 3. For each COUNTY Facility, the Fixed Install Cost for SQL Connect (SC), as shown in Section II.B.2 (Operating Software Associated with Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), will be due CONTRACTOR in accordance with the following payment percentages:
 - (a) Thirty percent (30%) of the Fixed Install Cost for SQL Connect (SC) will be due CONTRACTOR upon completion and COUNTY's written approval of Subdeliverable 5.1.7 (Application Software Module Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR));
 - (b) Sixty-five percent (65%) of the Fixed Install Cost for SQL Connect (SC) will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase II; and
 - (c) The balance of five percent (5%) of the Fixed Install Cost for SQL Connect (SC) will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase II.
- 4. For each COUNTY Facility, the Fixed Install Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate, as shown in Section II.B.2 (Operating Software Associated with Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A

(Statement of Work), will be due CONTRACTOR in accordance with the following payment percentages:

- (a) Thirty percent (30%) of the Fixed Install Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 5.7 (Install Pre-Production Use Interfaces Using Interface Engine Technology);
 - (b) Sixty-five percent (65%) of the Fixed Install Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase I; and
 - (c) The balance of five percent (5%) of the Fixed Install Cost for Affinity Event Manager and Affinity HL7 Library for STC DataGate will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase I.
5. For each COUNTY Facility, the Fixed Install Cost for Operating Software Acquired Under An Unlimited User License, as shown in Section II.B.3 (Operating Software Acquired Under An Unlimited User License) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), will be due CONTRACTOR in accordance with the following payment percentages:
- (a) Thirty percent (30%) of the Fixed Install Cost for Operating Software Acquired Under An Unlimited User License will be due CONTRACTOR upon completion and COUNTY's written approval of Subdeliverable 5.1.7 (Application Software Module Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR));
 - (b) Sixty-five percent (65%) of the Fixed Install Cost for Operating Software Acquired Under An Unlimited User License will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase II; and
 - (c) The balance of five percent (5%) of the Fixed Install Cost for Operating Software Acquired Under An Unlimited User License

will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase II.

6. For each COUNTY Facility, COUNTY will be responsible and CONTRACTOR shall invoice COUNTY only for payment of the Fixed Install Cost for each Application Software module which COUNTY elects to purchase and install in accordance with the Introduction of Exhibit A (Statement of Work).

F. Payment/Withhold Methodology for Operating Software Acquired Under Unlimited User Site License Fixed Unit Cost as shown in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work):

For each COUNTY Facility, the payment/withhold methodology for the Fixed Unit Cost for each item of Operating Software Acquired Under Unlimited User Site License as shown in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) is as follows:

1. The unlimited user site license for GUI/Client Server ("GUI") as shown in Section II.B.3 (Operating Software Acquired Under Unlimited User Site License) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) shall apply to all COUNTY Facilities, HUMC, OVUMC, and LAC-USCMC, and the Fixed Unit Cost for GUI will be paid by each COUNTY Facility in accordance with the following payment percentages:
 - (a) Twenty-five percent (25%) of the Fixed Unit Cost for GUI will be due CONTRACTOR upon completion and COUNTY's written approval of Subdeliverable 5.1.7 (Application Software Module Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR));
 - (b) Fifty percent (50%) of the Fixed Unit Cost for GUI will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.2 (Successfully Complete Integrated Functional Performance Tests (Integration Test)) for Phase II;
 - (c) Twenty percent (20%) of the Fixed Unit Cost for GUI will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase II;

- (d) The balance of five percent (5%) of the Fixed Unit Cost for GUI will be due CONTRACTOR upon completion and COUNTY's written approval of Deliverable 10.3 (Successfully Complete Phase System Acceptance Test) for Phase II.
 - 2. The total one-time Fixed Unit Cost to COUNTY for the unlimited user site license for GUI is One Million Two Hundred Twenty-Five Thousand Dollars (\$1,225,000), regardless of which COUNTY Facility(ies) participate in making such payment(s) to CONTRACTOR. Ninety-five percent (95%) of the Fixed Unit Cost must be paid in full by no later than September 30, 1998.
- G. Payment/Withhold Methodology for Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions:

Payment/withhold methodology for post-Production Use CP Modifications, post-Production Use Interfaces and post-Production Use automated conversions is as follows:

- 1. For each COUNTY Facility, the following payment percentages will be due CONTRACTOR for each approved System Design Report for each post-Production Use CP Modification and for each post-Production Use Interface:
 - (a) Thirty percent (30%) of the maximum total price quoted in the approved System Design Report upon COUNTY's written approval of Deliverable 12.1 (Prepare and Provide System Design Reports for Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions) for the particular post-Production Use CP Modification specified in the System Design Report, or for the particular post-Production Use Interface specified in the System Design Report; and
 - (b) The balance of seventy percent (70%) of the maximum total price quoted in the approved System Design Report upon COUNTY's written approval of Deliverable 12.2 (Develop, Certify, Install and Instruct on the Use of Post-Production Use Custom Programming Modifications and Post-Production Use Interfaces) for the particular post-Production Use CP Modification specified in the System Design Report, or for the particular post-Production Use Interface specified in the System Design Report.

2. For each COUNTY Facility, the following payment percentages will be due CONTRACTOR for each approved System Design Report for each post-Production Use automated conversion:
 - (a) Thirty percent (30%) of the maximum total price quoted in the approved System Design Report upon COUNTY's written approval of Deliverable 12.1 (Prepare and Provide System Design Reports for Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions) for the particular post-Production Use automated conversion specified in the System Design Report; and
 - (b) Thirty percent (30%) of the maximum total price quoted in the approved System Design Report upon COUNTY's written approval of Deliverable 12.3 (Develop and Certify Post-Production Use Automated Data Conversions) for the particular post-Production Use automated conversion specified in the System Design Report; and
 - (c) The balance of forty percent (40%) of the maximum total price quoted in the approved System Design Report upon COUNTY's written approval of Deliverable 12.4 (Execute and Document Results of Post-Production Use Automated Data Conversions) for the particular post-Production Use automated conversion specified in the System Design Report.

H. Payment Methodology for Communications Network Personnel Training and Operations Personnel Training Specified in Exhibit A (Statement of Work):

1. For HDH, the payment methodology for Deliverable 2.10 (Complete Communications Network Personnel Training) is as follows:

One hundred percent (100%) of the Fixed Cost Per Person for each training course, as shown in Attachment H (Communications Network Personnel Training) of Exhibit A (Statement of Work), will be due CONTRACTOR upon registration of each COUNTY staff member in such training course.
2. For each COUNTY Facility, the payment methodology for Deliverable 3.3 (Complete Operations Personnel Training) and Deliverable 19.3 (Complete Operations Personnel Training for New System Hardware) is as follows:

One hundred percent (100%) of the Fixed Cost Per Person for each training course applicable to Subtask 3.3 (Provide Operations Personnel Training) and Subtask 19.3 (Provide Operations Personnel Training for New System Hardware) as shown in Attachment E (Operations Personnel Training) of Exhibit A (Statement of Work), will be due CONTRACTOR upon completion of each such training course.

Day = 8 hours
Week = 40 hours
Month = 174 hours

5. In the event and to the extent that any long-term on-site support staff member exceeds such generally afforded CONTRACTOR-provided vacation, holiday, and sick day benefits, COUNTY shall not be liable or responsible for the applicable portions of the monthly rate stated in Paragraph IV.B of this Exhibit B.
- C. All payments and associated hours for long-term on-site support staff approved and paid by COUNTY under this Paragraph VIII shall correspondingly reduce the maximum Professional Services Pool hours dollar amount (\$1,203,540 for HDH, \$1,503,540 for RLAMC, and \$2,566,180 for KDMC) and maximum Professional Services Pool hours (15,619 for HDH, 18,000 for RLAMC, and 28,059 for KDMC) available to the applicable COUNTY Facility pursuant to Paragraph IV (Professional Services Pool Hours) of this Exhibit B. Long-term on-site support staff shall not be provided after such dollar amount has been fully expended. COUNTY will notify CONTRACTOR at least sixty (60) days prior to the anticipated exhaustion of such dollar amount.

IX. ADDITIONAL REMEDIES FOR FAILURE OF SYSTEM HARDWARE:

Notwithstanding any other provision of this Agreement, for each COUNTY Facility, for an eighteen (18) month period from COUNTY's written approval of the first System Reliability Test under Deliverable 10.1 (Successfully Complete System Reliability Test (Reliability Test)) (hereafter "Coverage Period"), CONTRACTOR shall provide COUNTY with the following remedies in addition to any other remedies provided under this Agreement in the event of any repeated failure of System Hardware as described herein below:

- A. For each COUNTY Facility, in the event that COUNTY's Oversight Project Director determines that any System Hardware component listed as a critical component in Section I (System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) (hereafter collectively "Critical Hardware") fails three (3) or more times within any sixty (60) consecutive days within the Coverage Period, such that the System is not available to COUNTY for production use (System is available to or in use by COUNTY) for three (3) or more hours per occurrence due to such Critical Hardware failure, then CONTRACTOR shall promptly: (1) replace all Critical Hardware and install new alternate hardware (hereafter "Alternate Hardware") at no additional cost to COUNTY and (2) install all System Software as applicable at no additional cost to COUNTY.
- B. Such Alternate Hardware shall be equivalent or better, in all material respects, and shall meet all representations, warranties, covenants, and agreements by

AMENDMENT NUMBER FIVE TO
COUNTY AGREEMENT NUMBER 56649

ATTACHMENT 5

Exhibit D (Schedule of Maintenance) -
(Replacement by revised Exhibit D
Under Amendment Number Five of Agreement)

EXHIBIT D
SCHEDULE OF MAINTENANCE

DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement.

I. SYSTEM SOFTWARE MAINTENANCE

A. SUPPORT SERVICES:

- (1) CONTRACTOR shall: (a) correct the failure of the System Software to operate in accordance with the Specifications (such correction of the System Software is hereafter referred to as "Corrective Maintenance") and (b) provide Enhancements as defined in Section A(3) below for the System; provided that CONTRACTOR shall only be obligated to provide Corrective Maintenance and Enhancements for Third Party Software to the same extent as is made available to CONTRACTOR by the Third Party Software vendor. Hereafter, Corrective Maintenance and Enhancements are collectively referred to as "System Software Support".
- (2) Corrective Maintenance shall be provided 24 hours per day, seven (7) days per week and shall be performed as follows:
 - (a) COUNTY may request Corrective Maintenance by telephone, facsimile, or mail.
 - (b) COUNTY shall provide CONTRACTOR with information and assistance reasonably requested by CONTRACTOR as necessary to detect, simulate and correct the failure of the System Software to operate in accordance with the terms of the Agreement (hereafter referred to as "Program Error").
 - (c) CONTRACTOR shall provide COUNTY with revised and installed System Software code and avoidance procedures to correct Program Errors in accordance with the Maintenance Schedule attached as Schedule I to Exhibit D of this Agreement (hereafter referred to as the "Maintenance Schedule"), except that, for Operating Software Associated with System Hardware (see Subsection B.1 (Operating Software Associated with System Hardware) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work)), CONTRACTOR shall initiate Corrective Maintenance within four (4) hours of notification by COUNTY that Operating Software Associated with System Hardware is failing to perform in accordance with Specifications or is otherwise impairing COUNTY's normal business operations.
 - (d) CONTRACTOR shall provide Corrective Maintenance from its business premises, except that at CONTRACTOR's option and expense, CONTRACTOR may perform Corrective Maintenance at COUNTY Facility(ies) as described in the Maintenance Schedule.
 - (e) Corrective Maintenance will be provided only for the two most recent major releases of the System Software which are at any time available to CONTRACTOR's general client base.
- (3) "Enhancements" shall mean updates, corrections, modifications, new releases and versions of the System Software made available to CONTRACTOR's other customers pursuant to support arrangements similar to the support arrangements provided to COUNTY.

- (4) CONTRACTOR shall specify to COUNTY the level of expertise needed by COUNTY personnel to install Enhancements. COUNTY will install all Enhancements with reasonable telephone assistance from CONTRACTOR. All Enhancements shall be provided in a form and with installation instructions sufficient to permit installation by COUNTY. CONTRACTOR shall provide additional assistance to install Enhancements if requested by COUNTY pursuant to Task 17 (Other Professional Services) of Exhibit A (Statement of Work).
- (5) CONTRACTOR is not required to perform Corrective Maintenance with respect to System Software malfunctions caused by:
 - (a) COUNTY's modifications to the System Software not approved in writing by CONTRACTOR;
 - (b) COUNTY's failure to activate in a timely manner Program Error corrections (including, but not limited to, corrections which CONTRACTOR has included in Enhancements which are technologically feasible for COUNTY to install) with telephone assistance from CONTRACTOR; or
 - (c) Use of the System Software inconsistent with the terms of the Agreement as initially determined by COUNTY but subject to Paragraph 51 (Dispute Resolution Procedure) of the body of this Agreement.
- (6) Although CONTRACTOR shall continue to provide Enhancements to System Software pursuant to the terms of this Exhibit D, CONTRACTOR will not be responsible for the actual installation or "retrofitting" of those Enhancements to Application Software modules which contain modifications which CONTRACTOR has previously identified as incompatible with Baseline Application Software, unless COUNTY elects to request and CONTRACTOR agrees to provide such service as other professional services pursuant to Task 17 (Other Professional Services) of Exhibit A (Statement of Work).
- (7) All California (State) regulations which are deemed necessary by the State governing body, and which are communicated to CONTRACTOR by COUNTY, shall be provided through the State regulatory fee set forth in Section I (System Software) of the Maintenance Fee Schedule attached as Schedule II to Exhibit D (hereafter referred to as the "Maintenance Fee Schedule"). Federal regulations which are deemed necessary by or through Federal agencies (examples, include but are not limited to, the Federal regulations issued by IRS, HCFA, FDA, and DOD) shall be provided to COUNTY for no additional fees. All regulatory modifications shall be limited to the existing functionality of the System Software.
- (8) For purposes of this Exhibit D, Interfaces shown in Section II (Interfaces) of the Maintenance Fee Schedule and Interfaces covered by Section IV (Monthly Software Modification Support Fees) of the Maintenance Fee Schedule shall be deemed part of Application Software modules and shall receive the same maintenance services.
- (9) In the event CONTRACTOR intends to discontinue System Software Support of any component of Application Software; and/or Operating Software Associated with Application Software, except Fantasia/Flexforms, and/or Operating Software Acquired Under an Unlimited User License as listed in Sections II.A (Application Software), II.B.2 (Operating Software Associated with Application Software) and II. B.3 (Operating Software Acquired under an Unlimited User License), respectively, of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), CONTRACTOR shall provide COUNTY with a minimum of two (2) years prior written notice and shall continue System Software Support during such period. Such minimum two year notice to discontinue shall not be given by CONTRACTOR any earlier than January 1, 2002.
- (10) In the event CONTRACTOR intends to discontinue System Software Support of any component of Operating Software Associated with System Hardware as listed in Section II. B.1 (Operating Software Associated with System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), except SofTek GRAFSMAN,

(Revised Under Amendment Number Five of Agreement)

CONTRACTOR shall provide COUNTY with a minimum of two (2) years prior written notice and shall continue System Software Support during such period.

B. TERM:

- (1) For each Application Software module and Operating Software component, CONTRACTOR shall provide and COUNTY shall receive System Software Support commencing upon the commencement of the Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.
- (2) For each Application Software module, Monthly System Software Maintenance Support Fees shall commence on the ninety-first (91st) day of the Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fee Schedule, and shall be subject to annual increase or decrease upon CONTRACTOR's written request in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of this Agreement.
- (3) For each Operating Software component, Monthly System Software Maintenance Support Fees shall commence on the thirty-first (31st) day of the Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fee Schedule, and shall be subject to annual increase or decrease upon CONTRACTOR's written request in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of this Agreement.
- (4) For each Point-to-Point Interface shown in Section II (Interfaces) of the Maintenance Fee Schedule, the Monthly System Software Maintenance Support Fees shall commence on the thirty-first (31st) day following COUNTY's written approval of Subdeliverable 5.5.2 ("Compucare Standard" Interfaces) or Subdeliverable 5.5.3 ("Existing County" Interfaces), as applicable. The amount of the Monthly System Software Maintenance Support Fees shall be in accordance with the Maintenance Fee Schedule, and shall be subject to annual increase or decrease upon CONTRACTOR's written request in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of this Agreement.

C. COUNTY RESPONSIBILITIES:

COUNTY understands that in order for CONTRACTOR to provide System Software Support, COUNTY:

- (1) Will provide, at COUNTY's expense and to the extent not in violation of applicable law (a) remote access capability through either (i) a Microsoft Remote Access Server ("RAS") connection, or (ii) virtual private network ("VPN") access using QuadraMed Affinity standard, to enable CONTRACTOR or any relevant SUBCONTRACTORS to access the System from CONTRACTOR's or any relevant SUBCONTRACTOR's facility, and (b) a backup modem line in case of failure of the primary network access;
- (2) Will identify, for each COUNTY Project Manager, one alternate to serve as COUNTY's support contact (hereafter referred to as the "Representative"). Only COUNTY Representatives shall be authorized to request and receive System Software Support on behalf of COUNTY Facility. COUNTY may change its Representative(s) by written notice to CONTRACTOR;
- (3) Will provide CONTRACTOR and any relevant SUBCONTRACTOR with reasonable access to the System Software, System Hardware and all COUNTY data used by the System Software during the times requested by CONTRACTOR subject to COUNTY Facility's access approval policies. COUNTY will not unreasonably withhold such access. Access to such data shall be used exclusively for System Software Support

purposes and shall be subject to CONTRACTOR's and any relevant SUBCONTRACTOR's obligations to protect confidential and proprietary information as set forth in this Agreement and the relevant subcontract agreement;

- (4) Will provide CONTRACTOR or any relevant SUBCONTRACTOR with notice, either orally or in writing, within three (3) days of occurrence of a problem being reported, with a general description of the problem;
- (5) Except where covered by Section A(7) above, will purchase, if necessary, any third-party proprietary licenses to System Software, not available in the public domain, to comply with State and Federal regulatory requirements. CONTRACTOR shall consult with COUNTY in connection with obtaining such software;
- (6) May provide monthly, and CONTRACTOR shall hold at CONTRACTOR's Irvine, California premises, a back-up copy of the System Software installed at COUNTY Facilities;
- (7) Will provide CONTRACTOR and any relevant SUBCONTRACTOR with adequate working space and facilities, on a non-exclusive use basis, including heat, light, ventilation, electrical current and outlets for use by CONTRACTOR's or any relevant SUBCONTRACTOR'S maintenance personnel. All such facilities will be within a reasonable distance from the System Software and associated System Hardware to be serviced and will be provided at no charge to CONTRACTOR or any relevant SUBCONTRACTOR;
- (8) Will not perform, attempt to perform, or cause to be performed, maintenance or repair to such System Software receiving System Software Support and, at CONTRACTOR's or any relevant SUBCONTRACTOR's request, will establish and maintain a hardware environment consistent with such specifications as may be reasonably specified by CONTRACTOR or any relevant SUBCONTRACTOR from time to time;
- (9) Will ensure that any access codes provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY are used only by COUNTY employees or designees who are authorized to do so;
- (10) Will provide CONTRACTOR or any relevant SUBCONTRACTOR with any information reasonably requested by CONTRACTOR or any relevant SUBCONTRACTOR which is related to provision of the System Software Support;
- (11) Diagnostic Tool License

COUNTY agrees to comply with the following license terms in connection with any service or software (e.g. diagnostic tool) provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY solely in connection with CONTRACTOR or any such relevant SUBCONTRACTOR providing the System Software Support, which service or software is not covered by Exhibit J (System Software License) or accompanied by a license agreement:

- (a) CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, hereby grants COUNTY a nonexclusive license to use the such software or services on or in connection with the System Software to assist CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, in problem determination or other system support in conjunction with the System Software Support;
- (b) If CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, does not supply a backup copy, COUNTY may make one copy of any such software for backup purposes provided COUNTY reproduces the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original;
- (c) COUNTY may not modify such software's machine readable instructions or data or merge them into another program; reverse assemble, reverse compile, or otherwise translate such software; sublicense, assign, or transfer the license for

such software or services; or distribute the software or services to any third party. Without limiting CONTRACTOR's or any such relevant SUBCONTRACTOR's obligations in respect of warranty or maintenance services under this Agreement, or the relevant subcontract agreement, all such software and services provided under this Section C(11) are provided without warranties of any kind; and

- (d) COUNTY's license provided under this Section C(11) to any such software or services terminates when the System Software Support terminates, is withdrawn or expires and is not renewed; or such software or services are no longer needed to perform the System Software Support. Upon termination, COUNTY agrees to destroy any such software and any backup copy COUNTY was given or made.

D. OPTION TO TERMINATE SYSTEM SOFTWARE SUPPORT:

In addition to any other termination provisions stated in the body of this Agreement, CONTRACTOR may, at its sole option, elect to terminate all or any part of System Software Support for Operating Software Associated with Application Software owned by a third party as listed in Section II.B.2 (Operating Software Associated with Application Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) and SofTek GRAFSMAN, by providing at least one hundred eighty (180) days written notice to COUNTY of such election prior to the effective date of termination and CONTRACTOR shall continue System Software Support during such period.

E. OPTION TO SUSPEND SYSTEM SOFTWARE SUPPORT FOR SYSTEM SOFTWARE:

COUNTY may, at its sole option, elect to suspend all or any part of System Software Support for any System Software provided by CONTRACTOR upon ninety (90) days written notice to CONTRACTOR of such election prior to the effective date of suspension. Monthly System Software Maintenance Support Fees shall be adjusted to reflect the suspension of such System Software support. Such System Software shall not be deemed part of the System Software Support for such System Software.

COUNTY may, at its sole option, elect to reactivate System Software Support on any previously suspended System Software. COUNTY will pay monthly System Software Maintenance Support Fees (reactivation fees) in effect at the time of reactivation as follows:

<u>Months of Suspension</u>		<u>Months of Monthly System Software Maintenance Support Fees⁽¹⁾</u>
Greater Than	But Not More Than	
0	12	2
12	24	6
24	36	12
36	48	20
48		32

⁽¹⁾Calculated at the Monthly System Software Maintenance Support Fees in effect at the date of reactivation, provided however, that the reactivation fees shall in no event exceed the License Fee, if any, stated in Exhibit K (Optional Hardware/Optional Software/Optional Professional Services).

This suspension option applies only to the following System Software: Utilization Management (UM) Application Software module, Department Management (DM) Application Software module, and SQL Connect (SC) Operating Software.

F. EXCLUSION:

System Software Support does not include Corrective Maintenance or Enhancements for Third

Party Software if the vendor of such Third Party Software is no longer offering support and maintenance for such Third Party Software. CONTRACTOR shall notify COUNTY, in writing, of the discontinuance of any support and maintenance provided by such Third Party Software vendor, and from and after the effective date of such discontinuance, CONTRACTOR shall cease rendering invoices or requesting payment for Corrective Maintenance or Enhancements in respect of such Third Party Software.

II. SYSTEM HARDWARE MAINTENANCE

A. SUPPORT SERVICES:

CONTRACTOR shall inspect the System Hardware on a regular basis and make such repairs, lubrication, adjustments, replacement of parts, and performance of preventive maintenance as necessary to maintain the System Hardware in good operating condition (hereafter referred to as "Maintenance Services"). Maintenance parts shall be furnished on an exchange basis, regardless of when installed by CONTRACTOR, and shall be new or equivalent to new in performance when used in the System Hardware.

Preventive maintenance (scheduled) shall be performed at times mutually agreed by CONTRACTOR and COUNTY. CONTRACTOR shall specify the frequency and duration of preventive maintenance scheduled for the System Hardware, as prescribed by the hardware vendor.

B. TERM:

- (1) For each System Hardware component for which Maintenance Services are provided, CONTRACTOR shall provide System Hardware Maintenance Services to COUNTY commencing upon the commencement of the Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.
- (2) For each System Hardware component for which Maintenance Services are provided, Monthly System Hardware Maintenance Support Fees shall commence upon the thirty-first (31st) day of the Warranty Period as defined in Paragraph 10 (Warranty) of the body of this Agreement and shall be payable monthly in advance, unless otherwise provided herein. The amount of the Monthly System Hardware Maintenance Support Fees shall be in accordance with Section III (System Hardware) of the Maintenance Fee Schedule and shall be subject to annual increase or decrease upon CONTRACTOR's written request in accordance with Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of this Agreement.

C. EXCLUSIONS:

Maintenance Services do not include: (1) electrical work external to any System Hardware; (2) reinstallation or moving of hardware, options or attachments from original installed location; (3) furnishing of consumable items, supplies and accessories, including, but not limited to, ribbons, paper, cassettes, and disk packs (notwithstanding any other part of this Agreement); (4) replacement of parts or repairs necessitated by wear resulting from other than normal life cycle usage, or damage caused by: accident, negligence or misuse by COUNTY or its agents and employees, or damage due to fires, floods, or other acts of God, or alterations of any sort which are performed by other than CONTRACTOR's personnel, unless approved, in writing, by CONTRACTOR's Project Director; (5) painting or refinishing System Hardware or furnishing material therefor; (6) repair of damage caused directly or indirectly by operation of the System Hardware outside the temperature, humidity and electrical ranges prescribed by System Hardware manufacturer(s); and (7) any express exclusions set forth in any subcontract for Maintenance Services approved by COUNTY, including Exhibit I-A (Subcontract between CONTRACTOR and EMC Corporation) and the amendments thereto, and Exhibit I-D (Subcontract between CONTRACTOR and Software Information Systems, Inc.).

D. MAINTENANCE SERVICE TIME:

- (1) Availability of Maintenance Services and Charges. Maintenance Services shall be provided 24 hours per day, seven (7) days per week.
- (2) Service Calls.
 - (a) For KDMC, CONTRACTOR maintenance personnel, except in circumstances that are beyond the control of CONTRACTOR, shall arrive at the applicable COUNTY site where System Hardware is located during the period described in Section D(1) above within two (2) hours after notification by COUNTY that Maintenance Services are required. Notification for purposes of this Section D(2) may be by telephonic communication.
 - (b) For RLAMC, CONTRACTOR maintenance personnel, except in circumstances that are beyond the control of CONTRACTOR, shall arrive at the applicable COUNTY site where System Hardware is located within two (2) hours after notification by COUNTY that Maintenance Services are required if such notification is made during the period 8 a.m to 8 p.m Pacific Time, seven (7) days a week, and shall arrive within four (4) hours after notification by COUNTY that Maintenance Services are required if such notification is made during other times. Notification for purposes of this Section D(2) may be by telephonic communication.
 - (c) For HDH, CONTRACTOR maintenance personnel, except in circumstances that are beyond the control of CONTRACTOR, shall arrive at the applicable COUNTY site where System Hardware is located within two (2) hours after notification by COUNTY that Maintenance Services are required if such notification is made during the period 8 a.m to 8 p.m Pacific Time, seven (7) days a week, and shall arrive within four (4) hours after notification by COUNTY that Maintenance Services are required during other times, except that for any System Hardware located at HDH, such two (2) hours shall be changed to four (4) hours. Notification for purposes of this Section D(2) may be by telephonic communication.

E. COUNTY RESPONSIBILITIES:

COUNTY understands that in order for CONTRACTOR to provide Maintenance Services, COUNTY will undertake the following responsibilities:

- (1) COUNTY will provide, at COUNTY's expense and to the extent not in violation of applicable law (a) remote access capability through either (i) a Microsoft Remote Access Server ("RAS") connection, or (ii) virtual private network ("VPN") access using QuadraMed Affinity standard, to enable CONTRACTOR or any relevant SUBCONTRACTORS to access the System from CONTRACTOR's or any relevant SUBCONTRACTOR's facility, and (b) a backup modem line in case of failure of the primary network access;
- (2) COUNTY will provide CONTRACTOR and any relevant SUBCONTRACTOR with reasonable access and availability to the System Hardware to perform Maintenance Services during the specified periods of service coverage. COUNTY will also provide adequate working space and facilities, on a non-exclusive use basis, including heat, light, ventilation, electrical current and outlets for use by CONTRACTOR or any relevant SUBCONTRACTOR maintenance personnel, and adequate storage space, if required, for spare parts. All such facilities will be within a reasonable distance from the System Hardware to be serviced and will be provided at no charge to CONTRACTOR or any relevant SUBCONTRACTOR;
- (3) COUNTY will not perform, attempt to perform, or cause to be performed, maintenance or repair to such System Hardware receiving Maintenance Services, except simple operational maintenance (e.g., cleaning tape head drives) on such System Hardware as may be specified by CONTRACTOR or any relevant SUBCONTRACTOR. COUNTY, at CONTRACTOR's or any relevant SUBCONTRACTOR's request, shall establish and maintain a hardware environment consistent with such specifications as may be furnished by CONTRACTOR or any relevant SUBCONTRACTOR from time to time;

- (4) COUNTY will provide CONTRACTOR or any relevant SUBCONTRACTOR with notice, either orally or in writing, within three (3) days of occurrence of any problem being reported, with a general description of the problem;
- (5) COUNTY will ensure that any access codes provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY are used only by COUNTY employees or designees who are authorized to do so;
- (6) COUNTY will provide CONTRACTOR and any relevant SUBCONTRACTOR with any information reasonably requested by CONTRACTOR or any relevant SUBCONTRACTOR which is related to provision of the Maintenance Services;
- (7) COUNTY agrees to provide secure storage space for all CONTRACTOR's or any relevant SUBCONTRACTOR's parts stored at any County Facilities; to provide CONTRACTOR's and any relevant SUBCONTRACTOR's service technicians access to the secure storage space for storage of and access to the parts; and, while in storage, such parts shall remain the property of CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, and will be made available for return to CONTRACTOR or any relevant SUBCONTRACTOR upon the request of CONTRACTOR or any such relevant SUBCONTRACTOR. COUNTY further agrees to cooperate in any inventory review requests of CONTRACTOR or any relevant SUBCONTRACTOR;

(8) Diagnostic Tool License

COUNTY agrees to comply with the following license terms in connection with any service or software (e.g. diagnostic tool) provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY solely in connection with CONTRACTOR or any such relevant SUBCONTRACTOR providing the Maintenance Services, which service or software is not covered by Exhibit J (System Software License) or accompanied by a license agreement:

- (a) CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, hereby grants COUNTY a nonexclusive license to use the such software or services on or in connection with the System Hardware to assist CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, in problem determination or other system support in conjunction with the Maintenance Services;
- (b) If CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, does not supply a backup copy, COUNTY may make one copy of any such software for backup purposes provided COUNTY reproduces the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original;
- (c) COUNTY may not modify such software's machine readable instructions or data or merge them into another program; reverse assemble, reverse compile, or otherwise translate such software; sublicense, assign, or transfer the license for such software or services; or distribute the software or services to any third party. Without limiting CONTRACTOR's or any such any relevant SUBCONTRACTOR's obligations in respect of warranty or maintenance services under this Agreement, or the relevant subcontract agreement, all such software and services provided under this Section E(8) are provided without warranties of any kind; and
- (d) COUNTY's license provided under this Section E(8) to any such software or services terminates when the Maintenance Services terminates, is withdrawn or expires and is not renewed; or such software or services are no longer needed to perform the Maintenance Services. Upon termination, COUNTY agrees to destroy any such software and any backup copy COUNTY was given or made.

III. PROJECT COORDINATOR

CONTRACTOR shall provide COUNTY with a full-time dedicated Project Coordinator to coordinate certain

County-wide activities with all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC. Such activities shall include, but not be limited to, conducting appropriate County-wide meetings; coordinating the definition, development, and delivery of post-Production Use CP Modifications; coordinating County-wide input into CONTRACTOR's product development process (including attendance at CONTRACTOR's Affinity User Group meeting); coordinating the delivery and installation of major releases; and maintaining current knowledge of CONTRACTOR's products and strategic direction and COUNTY's business processes and strategic direction. The Project Coordinator shall operate from CONTRACTOR's business premises.

COUNTY shall pay CONTRACTOR a monthly fee, in arrears, for the Project Coordinator for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC in accordance with the Level B On-Site Monthly Rate as specified in Exhibit K (Optional Hardware/Optional Software/Optional Professional Services). Such monthly fee shall be for, and shall be prorated evenly among, all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC, and the total amount of such monthly fee shall be paid only after such prorated monthly fee amounts of such monthly fee have commenced at all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC. For each COUNTY Facility, such prorated monthly fee and the Project Coordinator's performance shall commence on COUNTY's written approval of Subdeliverable 5.1.7 (Application Software Modules and Certain Operating Software Delivery, Installation and Integration for Order Entry/Results Reporting (OE/RR)) for such COUNTY Facility. For each of HUMC, OVUMC, and LAC+USCMC, such prorated monthly fee and the Project Coordinator's performance shall commence on July 1, 1997.

SCHEDULE I TO EXHIBIT D
MAINTENANCE SCHEDULE

I. COUNTY FACILITIES:

COUNTY Facilities for which maintenance services identified in this Exhibit D are provided are as follows:

- (a) High Desert Hospital
44900 North 60th Street, West
Lancaster, California 93536
- (b) Rancho Los Amigos Medical Center
7601 East Imperial Highway
Downey, California 90242
- (c) Martin Luther King, Jr./Drew Medical Center
12021 Wilmington Avenue
Los Angeles, California 90059

(including any remote COUNTY satellite clinics which may require access to the above named COUNTY Facilities)

II. PROBLEM CORRECTION PRIORITY:

COUNTY will assign a priority number to each COUNTY notification of a problem at time of COUNTY notification in accordance with the following objectives:

<u>Priority Number</u>	<u>Problem Correction Timeframe Objectives</u>
1	Within eight (8) hours of oral or written notification
2	Within twenty-four (24) hours of oral or written notification
3	Within forty (40) hours of oral or written notification
4	Mutual agreement on due date for resolution

In the event that the assigned Problem Correction Timeframe Objectives are not met by CONTRACTOR, CONTRACTOR shall immediately submit to COUNTY by facsimile a written action plan and status report which shall minimally include a description of the original problem encountered, why CONTRACTOR was not able to correct problem within the original objective, proposed corrective action, and a revised Problem Correction Timeframe Objective. CONTRACTOR shall be available for discussion with COUNTY regarding possible work arounds and other issues of concern.

SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

I. SYSTEM SOFTWARE:

Monthly System Software Maintenance Support Fee by Calendar Year:

<u>ITEM #</u>	<u>- Operating Software⁽¹⁾</u>											
				<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>
		<u>TOTAL QTY</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>
1	DG/UX ⁽⁸⁾ includes:											
1a	- DG/UX for Intel Unlimited User and Complete Doc Package DSS	1	\$513	\$513	\$538	\$538	\$564	\$564	\$616	\$616	\$616	\$616
1b	- Disk Array Management Support (Part #R057AZA4LD)	1	\$91	\$91	\$96	\$96	\$100	\$100	\$109	\$109	\$109	\$109
2	UX/RPM Performance Monitor SSS LG Server	1	\$91	\$91	\$96	\$96	\$100	\$100	\$109	\$109	\$109	\$109
3	Cache' Enterprise: Platform Independent, Multi Server (174 concurrent users) (formerly known as InterSystems Enterprise Cache)	1	\$3,261	\$3,261	\$3,423	\$3,423	\$3,593	\$3,593	\$3,983	\$3,983	\$3,983	\$3,983
4	SofTek Graftsman for DOS (Site) ⁽¹²⁾	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	SofTek Graftsman for UNIX (8 user) ⁽¹²⁾	1	\$72	\$72	\$75	\$75	\$77	\$77	N/A	N/A	N/A	N/A
6	Proactive Systems Fantasia/Flexforms ⁽⁵⁾⁽⁹⁾	1	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
7	GUI/Client Server (GUI)	1	\$4,300	\$4,300	\$4,515	\$4,515	\$4,740	\$4,740	\$5,178	\$5,178	\$5,178	\$5,178
8	SQL Connect (SC) (1-16 concurrent users)	1	\$1,080	\$1,080	\$1,134	\$1,134	\$1,191	\$1,191	\$1,301	\$1,301	\$1,301	\$1,301
9	Affinity Event Manager	1	\$496	\$496	\$521	\$521	\$547	\$547	\$598	\$598	\$598	\$598
10	Affinity HL7 Library for STC DataGate	1	\$165	\$165	\$174	\$174	\$182	\$182	\$199	\$199	\$199	\$199
11	Affinity Report Writer	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	Affinity System Management	1	\$408	\$408	\$428	\$428	\$449	\$449	\$491	\$491	\$491	\$491
13	X12 835 Health Care Claim Payment/Advice (EDI-835)	1	\$298	\$298	\$313	\$313	\$328	\$328	\$358	\$358	\$358	\$358
14	JetForms includes:											
14a	- Affinity JetForm Integration Agent	1	\$47	\$47	\$50	\$50	\$52	\$52	\$57	\$57	\$57	\$57
14b	- JetForm Designer	2	\$25	\$50	\$27	\$54	\$28	\$56	\$30	\$61	\$30	\$61
14c	- JetForm Central (print engine)	1	\$101	\$101	\$106	\$106	\$112	\$112	\$122	\$122	\$122	\$122
15	AIX 5.1 SPO (Part #5692-A5L 0000)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15a	AIX 5L V5.2 BASE (Part #5692-A5L 0947)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15b	AIX 5L V5.2 EXPANSION PACK (Part #5692-A5L 0949)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)

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**SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE**

A. HIGH DESERT HOSPITAL

I. SYSTEM SOFTWARE:

Monthly System Software Maintenance Support Fee by Calendar Year:

ITEM #	- Operating Software ⁽¹⁾	2001		2002		2003		2004		2005	
		TOTAL QTY	FIXED UNIT COST	TOTAL COST	FIXED UNIT COST	TOTAL COST	FIXED UNIT COST	TOTAL COST	FIXED UNIT COST	TOTAL COST	FIXED UNIT COST
15c	AIX 5L V5.2 UPDATE CD (Part #5692-A5L 0965)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15d	PERFORMANCE AIDE V3.1 (Part #5692-A5L 0971)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15e	CMM (Part #5692-A5L 0975)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15f	MEDIA PROCESS CHARGE CD ROM (Part #5692-A5L 1004)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15g	ENGLISH (Part #5692-A5L 2924)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15h	MEDIA CD-ROM (Part #5692-A5L 3410)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15i	PRELOAD (AUS FEATURE 5005) (Part #5692-A5L 5005)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15j	ENGLISH (Part #5692-A5L 5924)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15k	ASSET REGISTRATION (Part #5692-A5L 9001)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15l	AIX 5L FOR POWER V5.2 (Part #5765-E62 0000)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15m	AIX 5L FOR POWER V5.2 (Part #5765-E62 0001)	4	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15n	PREINSTALL (Part #5765-E62 5005)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15o	PERFORMANCE AIDE V3 (Part #5765-E68 0000)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15p	PER PROC. SW REG (Part #5765-E68 0005)	4	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15q	C FOR AIX V6.0 (Part #5765-F57 0000)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15r	PER USER (Part #5765-F57 0001)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15s	LOCAL IBM OFFICE EXPEDITE (Part #5765-F57 3445)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15t	CD-ROM MEDIA (Part #5765-F57 5809)	2	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
16	MS Windows 2000 Server, 5CAL (Part #C11-00016)	1	N/A	N/A	N/A	N/A	N/A	(11)	(11)	(11)	(11)

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

I. SYSTEM SOFTWARE:

<u>Monthly System Software Maintenance Support Fee by Calendar Year:</u>												
<u>ITEM #</u>	<u>- Operating Software⁽¹⁾</u>	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		
		<u>TOTAL QTY</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>
16a	IBM Tivoli Storage Manager Extended Edition (for 6 CPU's) (Part #D51MFL)	1	N/A	N/A	N/A	N/A	N/A	N/A	(11)	(11)	(11)	(11)
16b	IBM Tivoli Storage Manager Extended Edition Media (1) (Part #BJ08BML)	1	N/A	N/A	N/A	N/A	N/A	N/A	(11)	(11)	(11)	(11)
16c	IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies) (Part #BJ08DIE)	3	N/A	N/A	N/A	N/A	N/A	N/A	(11)	(11)	(11)	(11)
16d	pcAnywhere v11.0 Host & Remote (Part #10055294)	1	N/A	N/A	N/A	N/A	N/A	N/A	(11)	(11)	(11)	(11)
16e	McAfee VirusScan Professional 7.0 (5 User) (Part #VSE70E005FAA)	1	N/A	N/A	N/A	N/A	N/A	N/A	(11)	(11)	(11)	(11)
17	PM-Cost Profit Analyzer	1	N/A	N/A	N/A	N/A	N/A	N/A	\$2,643	\$2,643	\$2,643	\$2,643
18	X12 270/271 Eligibility & Benefits (EDI-270/271)	1	N/A	N/A	N/A	N/A	N/A	N/A	\$374	\$374	\$374	\$374
<u>OPERATING SOFTWARE</u>												
<u>MAXIMUM TOTAL</u>				<u>\$10,973</u>		<u>\$11,524</u>		<u>\$12,096</u>		<u>\$16,284</u>		<u>\$16,284</u>

⁽¹⁾ Items and/or prices may be changed by Change Notice pursuant to Subparagraph 6.12 of the body of this Agreement.

⁽²⁾ [Intentionally Omitted.]

⁽³⁾ [Intentionally Omitted.]

⁽⁴⁾ [Intentionally Omitted.]

⁽⁵⁾ Includes one (1) pc form generator software package.

⁽⁶⁾ Included in Monthly System Software Maintenance Support Fee for Affinity System Management Operating Software.

⁽⁷⁾ Maintenance for this item is not provided under this Agreement; maintenance will be provided by CONTRACTOR under a County Purchase Order.

⁽⁸⁾ This item is included in and is covered by OmniiService Maintenance shown as Item Number 8 under System Hardware. See Schedule II to Exhibit D (Maintenance Fee Schedule), Section A (High Desert Hospital), Subsection III (System Hardware), Item Number 8.

⁽⁹⁾ Maintenance for this item was discontinued effective October 31, 2001.

⁽¹⁰⁾ This item is included in and is covered by 3 yr 7X24 Maintenance for AIX (Part #5692-A5L-M-A) shown as Item Number 6u in Subsection B1 (Operating Software Associated with System Hardware) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

Network) to Exhibit A (Statement of Work). Monthly System Software Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 6u pursuant to Exhibit B (Schedule of Payments).

⁽¹¹⁾ This item is included in and is covered by 3 yr 7X24 maintenance for TSM (Part #D51MFLL-M-TSM) shown as Item Number 7g in Subsection B1 (Operating Software Associated with System Hardware) of Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Monthly System Software Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 7g pursuant to Exhibit B (Schedule of Payments).

⁽¹²⁾ Maintenance for this item shall be discontinued effective January 1, 2004.

**SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE**

A. HIGH DESERT HOSPITAL

I. SYSTEM SOFTWARE (Cont'd):

Monthly System Software Maintenance Support Fee by Calendar Year:

<u>ITEM #</u>		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
	- Application Software Modules ⁽¹⁾ (See Section IV below for additional Monthly Software Modification Support Fees)					
31	Admitting/Discharge/Transfer/ Registration/Medical Record Index (ADTR/MRI)	\$1,774	\$1,863	\$1,956	\$2,137	\$2,137
32	Patient Accounting (PA)	\$3,161	\$3,319	\$3,485	\$3,807	\$3,807
33	Patient Scheduling System (PSS)	\$1,774	\$1,863	\$1,956	\$2,137	\$2,137
34	Medical Records (MR) - Medical Records Abstracting (MRA) - Medical Records Control (MRC) - DRG/Case Mix (DRG)	\$1,730	\$1,817	\$1,907	\$2,083	\$2,083
35	Utilization Management (UM)	\$510	\$536	\$562	\$614	\$614
36	Quality Management (QM)	\$510	\$536	\$562	\$614	\$614
37	Order Entry/Results Reporting (OE/RR)	\$2,143	\$2,250	\$2,363	\$2,582	\$2,582
38	Department Management (DM)	\$879	\$923	\$969	\$1,059	\$1,059
39	Clinical Documentation (CD) - Vital Signs and Intake/Output (VS & I/O) - Activity Charting (AC)	\$1,373	\$1,442	\$1,514	\$1,654	\$1,654
40	Clinical Documentation (CD) - Charting and Assessment (CHASS)	\$686	\$720	\$756	\$826	\$826
41	Plan of Care (POC)	\$1,169	\$1,227	\$1,289	\$1,408	\$1,408
42	Acuity & Staffing Requirements (ASR)	\$325	\$341	\$358	\$391	\$391
43	Medication Charting (MC)	\$546	\$573	\$602	\$658	\$658
44	Chart View (CV)	\$2,481	\$2,605	\$2,735	\$2,988	\$2,988
45	General Ledger (GL)	\$1,203	\$1,263	\$1,326	\$1,449	\$1,449
46	Accounts Payable (AP)	\$825	\$866	\$910	\$994	\$994
47	Health Notes (HN)	\$992	\$1,042	\$1,094	\$1,195	\$1,195
48	Modifications Required by State Regulations	<u>\$992</u>	<u>\$1,042</u>	<u>\$1,094</u>	<u>\$1,195</u>	<u>\$1,195</u>
	APPLICATION SOFTWARE MAXIMUM TOTAL	\$23,073	\$24,228	\$25,440	\$27,791	\$27,791

⁽¹⁾ Items and/or prices may be changed by Change Notice pursuant to Subparagraph 6.9 of the body of this Agreement.

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

II. INTERFACES:

<u>ITEM #</u>		<u>MONTHLY SYSTEM SOFTWARE MAINTENANCE SUPPORT FEE BY</u> <u>CALENDAR YEAR:</u>				
		<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
1	Affinity Application Software Module to STC DataGate Interface Engine (ADTR/MRI)	(1)	(1)	(1)	(1)	(1)
2	Affinity Application Software Module to STC DataGate Interface Engine (Order Entry/Results Reporting)	(1)	(1)	(1)	(1)	(1)
3	STC DataGate Interface Engine to Affinity Application Software Module (Order Entry/Results Reporting)	(1)	(1)	(1)	(1)	(1)
4	STC DataGate Interface Engine to Affinity Application Software Module (Patient Accounting)	(1)	(1)	(1)	(1)	(1)
5	Point-to-Point (ADTR/MRI to Embosser)	\$110	\$116	\$122	\$133	\$133
6	Point-to-Point (Medical Records from 3M Encoder)	\$110	\$116	\$122	\$133	\$133
7	Point-to-Point (Patient Accounting to HBOC)	<u>\$110</u>	<u>\$116</u>	<u>\$122</u>	<u>\$133</u>	<u>\$133</u>
INTERFACE MAXIMUM TOTAL		\$330	\$347	\$367	\$400	\$400

⁽¹⁾ Monthly System Software Maintenance Support Fee for Affinity Event Manager Operating Software includes System Software Support for all Affinity Standard Health Level Seven (HL7) Message Types as documented in CONTRACTOR's Standard Interface Reference Guide.

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

III. SYSTEM HARDWARE ⁽¹⁾:

MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEE BY CALENDAR YEAR:

ITEM NO.	DESCRIPTION	TOTAL QTY	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
			FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST
1	<u>Data General AViiON AV3650R Processor Chassis</u> ⁽⁴⁾											
1a	AV3700R, 400MHz /1MB, TRI, 128 COMPUTER (Part #70799-AE)	1	\$297	\$297	\$311	\$311	\$327	\$327	\$357	\$357	\$357	\$357
1b	512MB ECC EDO DIMM (Part #7163)	1	\$12	\$12	\$12	\$12	\$13	\$13	\$14	\$14	\$14	\$14
1c	512MB ECC EDO, DIM (Part #R73118)	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1d	Adaptec AHA3944 AUWD Diff SCSI Adapter (Part #7469)	2	\$2	\$5	\$3	\$5	\$3	\$5	\$3	\$5	\$3	\$5
1e	Self-Config 4 channel LAN (Part #R73113)	1	\$4	\$4	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5
1f	PCI Telnet Controller (Part #7449-B)	1	\$7	\$7	\$8	\$8	\$8	\$8	\$9	\$9	\$9	\$9
1g	Hot Plug N+1 Power Supply for AV3700 (Part #7655R-E)	1	\$7	\$7	\$8	\$8	\$8	\$8	\$9	\$9	\$9	\$9
1h	73" Deeprack Cabinet (Part #14002-G7)	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1i	ISM Hardware Transfer Fee (Part #ISM-88K-Intel)	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1j	DG/UX Enable Kit (Part #7060-D)	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	<u>CLARiiON Disk Array Subsystem</u> ⁽⁴⁾											
2a	High Performance HA Array Package – Rack (Part #79201R-E)	1	\$119	\$119	\$125	\$125	\$131	\$131	\$143	\$143	\$143	\$143
2b	64MB Cache (Part #R7341)	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2c	18GB 7200RPM Disk for CLARiiON Array (Part #79014-HL)	10	\$25	\$246	\$26	\$258	\$27	\$271	\$29	\$296	\$29	\$296
2d	10 Ft. .8mm SCSI to 68 Pin HD Wide SCSI Cable (Part #15459E010)	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

III. SYSTEM HARDWARE ⁽¹⁾:

MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEE BY CALENDAR YEAR:

ITEM NO.	DESCRIPTION	TOTAL QTY	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
			FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST
3	<u>CSS/PHU Tape Subsystem</u>											
3a	CSS3 RM SCSI 5.25" Chassis Wide Diff, 10HH Dev (Part #G6840R-E)	1	\$15	\$15	\$16	\$16	\$17	\$17	\$19	\$19	\$19	\$19
3b	2.5/5GB QIC Tape for Mounting in AV3700 (Part #61017-SJL)	1	\$20	\$20	\$21	\$21	\$22	\$22	\$24	\$24	\$24	\$24
3c	4 GB 12/24GB SE SCSI 4mm tape Add-in 5.25" AV3700 (Part #61085-SJL)	1	\$43	\$43	\$46	\$46	\$48	\$48	\$52	\$52	\$52	\$52
3d	35/70GB DLT 7000 Internal Drive for CSS3 (Part #5700TD-Q)	1	\$72	\$72	\$76	\$76	\$80	\$80	\$87	\$87	\$87	\$87
3e	DLT CompacTape IV Media Cartridge (Part #5400DTC) ⁽²⁾	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3f	DLT Cleaning Cartridge (Part #5400CTC) ⁽²⁾	4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3g	10 Ft. .8mm SCSI to 68 Pin HD Wide SCSI Cable (Part #15459E010) ⁽²⁾	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	<u>System Console</u>											
4a	Pop-Up LCD Monitor w/Pres. Pad (Part #5513D-AE)	1	\$72	\$72	\$76	\$76	\$80	\$80	\$87	\$87	\$87	\$87
5	<u>Communications Equipment</u>											
5a	USRobotics 56K External Modem (Part #12669E-56) ⁽²⁾	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5b	PCI Intelliport II Exp MUX Controller (Part #7461)	1	\$6	\$6	\$6	\$6	\$6	\$6	\$7	\$7	\$7	\$7
5c	16 Port RJ45 Box for ISA or EISA MUX (Part #22035)	1	\$8	\$8	\$8	\$8	\$9	\$9	\$10	\$10	\$10	\$10
5d	3COM 3C1681-0 10BASE T (Part #40399) ⁽²⁾	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5e	10BaseT UTP Cable - 15M	6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(Revised Under Amendment Number Five of Agreement)

SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

III. SYSTEM HARDWARE ⁽¹⁾:

MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEE BY CALENDAR YEAR:

ITEM NO.	DESCRIPTION	TOTAL QTY	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
			FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST
6	(Part #40114C) ⁽²⁾ <u>Printer</u>											
6a	900LPM Line Impact Printer, LAN, Parallel/Serial (Part #6962)	1	\$217	\$217	\$228	\$228	\$239	\$239	\$261	\$261	\$261	\$261
6b	120M/150M Ribbons (2/box) (Part #12394) ⁽²⁾	10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Compaq Proliant Intel Pentium (Part #CMPQ) ⁽²⁾	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	OmniiService Maintenance (Part #P001ASA6AD) ⁽⁴⁾	1	\$1,874	\$1,874	\$1,968	\$1,968	\$2,066	\$2,066	\$2,257	\$2,257	\$2,257	\$2,257
9	<u>Affinity Server and Report Server</u>											
9a	SIS-LACO:P SERIES 615 (Part # 7029-6C3 0000)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9b	IDE SLIMLINE DVD-ROM DRIVE (Part # 7029-6C3 2640)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9c	PWR GXT135P GRAPHICS ACCELER. (Part # 7029-6C3 2849)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9d	36.4GB 10,000RPM DISK DRIVE (Part # 7029-6C3 3273)	4	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9e	SCSI CAB.RISER 2 LVD MED.DEV. (Part # 7029-6C3 4263)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9f	RACK INDICATOR, RACK #1 (Part # 7029-6C3 4651)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9g	SOFTWARE PREINSTALL (Part # 7029-6C3 5005)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9h	IBM BASE-TX ETHERN.PCI-X ADPT (Part # 7029-6C3 5701)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9i	20/40GB 4MM INTERN.TAPE DRIVE (Part # 7029-6C3 6158)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9j	2GIGAB.FIBRE CHANN.PCI-X ADPT (Part # 7029-6C3 6239)	4	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9k	PWR SUPP,680WATT AC,HOT-SWAP (Part # 7029-6C3 3266)	4	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9l	UTRA3 SCSI 4-PACK	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)

(Revised Under Amendment Number Five of Agreement)

SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

III. SYSTEM HARDWARE ⁽¹⁾:

MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEE BY CALENDAR YEAR:

ITEM NO.	DESCRIPTION	TOTAL QTY	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
			FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST
9m	(Part # 7029-6C3 6574) 8192MB(4X2046M B) DIMMS,EXP.CONF	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9n	(Part # 7029-6C3 8159) 2WAY1.45GHZ PW4+P.CARD,EXP	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9o	.CON (Part # 7029-6C3 8187) FC IN.FOR EXP.C PS(284C/284E) (Part # 7029-6C3 8190)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9p	LANGUAGE GROUP SPECIFY-US ENG. (Part # 7029-6C3 9300)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
9r	PWR.CORD(4M) SPCF-ALL (Part # 7029-6C3 9911)	2	N/A	N/A	N/A	N/A	N/A	N/A	(5)	(5)	(5)	(5)
10	<u>Storage Affinity and Storage Report</u>											
10a	FASTT600 STORAGE SERVER (Part # 1722-60U 000)	2	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
10b	SHORT WAVE SFP GBIC (Part # 1722-60U 2210)	4	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
10c	2GB FC,73.4GB/15K DRIVE MOD. (Part # 1722-60U 5213)	12	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
10d	5M LC-LC FIBRE OPTIC CABLE (Part # 1722-60U 5605)	4	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
10e	FASTT600 AIX HOST KIT (Part # 1722-60U 7711)	2	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
10f	FASTT600 4- STORAGE PART.ACTIV. (Part # 1722-60U 8804)	2	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
10g	SAN JOSE ROUTING FEATURE (Part # 1722-60U 9202)	2	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
10h	Factory Install FASTT Storage Manager (Part # 1722-60U 9641)	2	N/A	N/A	N/A	N/A	N/A	N/A	(6)	(6)	(6)	(6)
11	<u>TSM Server</u>											
11a	x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB, Ultra320 (Part # 867071X)	1	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11b	3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor (Part # 02R1988)	1	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

III. SYSTEM HARDWARE ⁽¹⁾:

MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEE BY CALENDAR YEAR:

ITEM NO.	DESCRIPTION	TOTAL QTY	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
			FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST
11c	1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM (Part # 33L5039)	2	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11d	IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0726)	2	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11e	IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD (Part # 32P0728)	4	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11f	IBM Total Storage FASTT FC2-133 Host Bus Adapter (Part # 24P0960)	2	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11g	IBM ServeRAID-6i SCSI Controller (Part # 71P8595)	1	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11h	NetXtreme 1000 T Dual Port Ethernet Adapter (Part # 31P6401)	1	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11i	Remote Supervisor Adapter II (Part # 59P2984)	1	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
11j	xSeries 514W Hot Swap Redundant Power Supply (Part # 74P4965)	1	N/A	N/A	N/A	N/A	N/A	N/A	(7)	(7)	(7)	(7)
12	ULTRIUM TAPE LIBRARY (Part # 3582-L23 000)	1	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12a	RMU/SPECIALIST (Part # 3582-L23 1660)	1	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12b	25m LC-LC Fibre cable (Part # 3582-L23 6025)	2	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12c	RACK MOUNT KIT (Part # 3582-L23 7003)	1	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12d	1 CLEANING CARTRIDGE (Part # 3582-L23 8002)	2	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12e	LTO ULTRIUM 2 FIBRE DRIVE (Part # 3582-L23 8105)	2	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12f	20-PACK ULTRIUM 2 DATA CART (Part # 3582-L23 8110)	3	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12g	ATTACHED TO WINDOWS SYSTEM (Part # 3582-L23 9212)	1	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12h	2.7M POWER CORD 125V US/CANADA (Part # 3582-L23 9800)	1	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)
12i	RACK POWER CORD - SINGLE	1	N/A	N/A	N/A	N/A	N/A	N/A	(8)	(8)	(8)	(8)

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

III. SYSTEM HARDWARE ⁽¹⁾:

MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEE BY CALENDAR YEAR:

ITEM NO.	DESCRIPTION	TOTAL QTY	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
			FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST
	(Part # 3582-L23 9860)											
13	<u>Rack</u>											
13a	7014-T42 : Rack 1:IBM RS/6000 Rack Model T42 (Part # 7014-T42 0000)	1	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13b	Rack Content Specify: 7038/6M2 - 8U (Part # 7014-T42 0195)	2	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13c	Rack Content: 7316-TF2 / 1EIA (Part # 7014-T42 0216)	1	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13d	Front door (Black) for 2.0M(High Perforation) racks. (Part # 7014-T42 6069)	1	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13f	Power Cord: Device/Dwr to Rack PDU (Part # 7014-T42 6095)	6	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13g	Side panel (black) for 1.8M or 2M racks (Part # 7014-T42 6098)	2	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13h	Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 7176)	2	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13i	Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector (Part # 7014-T42 9176)	1	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13j	Language Group: US English (Part # 7014-T42 9300)	1	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
13k	Power Cord Specify - US/Canada (Part # 7014-T42 9800)	1	N/A	N/A	N/A	N/A	N/A	N/A	(9)	(9)	(9)	(9)
14	FLAT PANEL COLOR MONITOR (Part # 7316-TF2 0000)	1	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
14a	CPU TO VGA SW ATTACH. CBL 7FT (Part # 7316-TF2 4243)	3	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
14b	SPACE SAVER 2 KEYBOARD, US ENG (Part # 7316-TF2 6050)	1	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
14c	POWER CORD (4M) - ALL (Part # 7316-TF2 9911)	1	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15	Cisco Switch (Part # 3750-24TS)	1	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15a	Cybex Autoview 200 KVM Switch 8 Ports (Part # 128104)	1	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL

III. SYSTEM HARDWARE ⁽¹⁾:

MONTHLY SYSTEM HARDWARE MAINTENANCE SUPPORT FEE BY CALENDAR YEAR:

ITEM NO.	DESCRIPTION	TOTAL QTY	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
			FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST	FIXED UNIT COST ⁽³⁾	TOTAL COST
15b	IP Switch for KVM (Part # SVIP1010-AM)	1	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
	SYSTEM HARDWARE			\$3,025		\$3,177		\$3,336		\$3,643		\$3,643
	MAXIMUM TOTAL											

⁽¹⁾ Items and/or prices may be changed by Change Notice pursuant to Subparagraph 6.7 of the body of this Agreement.

⁽²⁾ Maintenance for this item is not provided under this Agreement.

⁽³⁾ Monthly System Hardware Maintenance Support Fee.

⁽⁴⁾ This item is included in and is covered by OmniiService Maintenance shown as Item Number 8 under System Hardware. See Schedule II to Exhibit D (Maintenance Fee Schedule), Section A (High Desert Hospital), Subsection III (System Hardware), Item Number 8.

⁽⁵⁾ This item is included in and is covered by 3 YEAR PREPAID HW/OS SERVICESUITE shown as Item Number 8t in Section I (System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Monthly System Hardware Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 8t pursuant to Exhibit B (Schedule of Payments).

⁽⁶⁾ This item is included in and is covered by EPac 3yr onsite 24x7 (FASTT 600) (Part # 1722-60U-M) shown as Item Number 9j in Section I (System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Monthly System Hardware Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 9j pursuant to Exhibit B (Schedule of Payments).

⁽⁷⁾ This item is included in and is covered by EPac 3yr onsite 24x7 (x345) (Part # 21P2093) shown as Item Number 10l in Section I (System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Monthly System Hardware Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 10l pursuant to Exhibit B (Schedule of Payments).

⁽⁸⁾ This item is included in and is covered by Ultrium 3 yr maintenance shown as Item Number 11j in Section I (System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Monthly System Hardware Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 11j pursuant to Exhibit B (Schedule of Payments).

⁽⁹⁾ This item is included in and is covered by 3 yr maintenance rack (Part # 7316-TF2-M) shown as Item Number 12l in Section I (System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Monthly System Hardware Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 12l pursuant to Exhibit B (Schedule of Payments).

⁽¹⁰⁾ This item is included in and is covered by 3 yr maintenance monitor (Part # 7316-TF2-M) shown as Item Number 13d in

SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

Section I (System Hardware) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Monthly System Hardware Maintenance Support Fees for this item will be prepaid for 36 months by COUNTY's payment of 100 percent of total cost of Item Number 13d pursuant to Exhibit B (Schedule of Payments).

SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

A. HIGH DESERT HOSPITAL (Cont'd)

IV. MONTHLY SOFTWARE MODIFICATION SUPPORT FEES:

- a. COUNTY shall have the option to require CONTRACTOR to provide monthly maintenance support of CP Modifications to Application Software modules listed in Section A.I (System Software) of this Exhibit D and Interfaces requested by COUNTY and provided by CONTRACTOR pursuant to Paragraph 12 (Task 12 - Provide Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions) of Exhibit A (Statement of Work). COUNTY shall have the option to terminate CONTRACTOR's monthly maintenance support and associated Monthly Software Modification Support Fees for any CP Modification or Interface on each anniversary of the Effective Date with a minimum of sixty (60) days prior written notice.
- b. Monthly Software Modification Support Fees for COUNTY requested and CONTRACTOR provided CP Modifications to Application Software modules listed in Section A.I (System Software) of this Exhibit D shall be calculated in accordance with the following:
 - (i) CONTRACTOR shall not charge COUNTY Monthly Software Modification Support Fees for the first forty (40) hours of development of modifications requested by COUNTY to each Application Software module.
 - (ii) CONTRACTOR shall charge COUNTY Monthly Software Modification Support Fees beginning with the forty-first (41st) hour of modifications requested by COUNTY to each Application Software module as follows:
 - (1) Hours for development of the requested modification shall be multiplied by CONTRACTOR's applicable hourly rate(s) of the cost of development of the modification pursuant to Paragraph IV (Professional Services Pool Hours) of Exhibit B (Schedule of Payments) including the CONTRACTOR job level specified in the quotation for the work as shown on CONTRACTOR's invoice (subject to CPI-U adjustments as described in Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of this Agreement) and then multiplied by one and one-half percent (1.5%) to determine the monthly rate for Monthly Software Modification Support Fees.
 - (2) The above Monthly Software Modification Support Fees amount shall be added to the Monthly System Software Maintenance Support Fees listed in Section A.I (System Software) herein.
- c. Monthly Software Modification Support Fees for Interfaces requested by COUNTY and provided by CONTRACTOR pursuant to Paragraph 12 (Task 12 - Provide Post-Production Use Custom Programming Modifications, Post-Production Use Interfaces and Post-Production Use Automated Conversions) of Exhibit A (Statement of Work) shall be calculated in accordance with the following:
 - (i) Hours for development of the requested Interface shall be multiplied by CONTRACTOR's applicable hourly rate(s) of the cost of development of the Interface pursuant to Paragraph IV (Professional Services Pool Hours) of Exhibit B (Schedule of Payments) including the CONTRACTOR job level specified in the quotation for the work as shown on CONTRACTOR's invoice (subject to CPI-U adjustments as described in Subparagraph 7.2 (Increases/Decreases in Labor Rates) of the body of this Agreement) and then multiplied by one and one-half percent (1.5%) to determine the monthly rate for Monthly Software Modification Support Fees.
 - (ii) The above Monthly Software Modification Support Fees amount shall be added to the Monthly System Software Maintenance Support Fees listed in Section A.I (System Software) herein.
- d. If a COUNTY Facility requests the integration of an existing software modification already installed at another COUNTY Facility, HUMC, OVUMC, or LAC+USCMC, CONTRACTOR shall evenly apportion the existing applicable Monthly Software Modification Support Fees for such modification

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SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

across each applicable facility electing such integration, provided each such facility has installed and integrated the identical Application Software module and modifications. COUNTY shall not be liable for increased Monthly Software Modification Support Fees under such stated conditions. CONTRACTOR shall advise COUNTY of estimated Monthly Software Modification Support Fees prior to completed integration of each COUNTY requested modification.

V. PRORATED MONTHLY FEE FOR PROJECT COORDINATOR:

COUNTY will pay a prorated monthly fee for the Project Coordinator in accordance with Paragraph III (Project Coordinator) of this Exhibit D.

SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

B. RANCHO LOS AMIGOS MEDICAL CENTER

I. SYSTEM SOFTWARE:

Monthly System Software Maintenance Support Fee By Calendar Year:

Item #	- Operating Software ⁽¹⁾	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>	
		<u>TOTAL QTY</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>FIXED UNIT COST</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>
1	DG/UX ⁽⁶⁾ includes:										
1a	- DG/UX for Intel Unlimited User and Complete Doc Package DSS	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1b	- Disk Array Management Support (Part #R057AZA4LD)	1	\$91	\$91	\$96	\$96	\$100	\$100	\$109	\$109	\$109
2	UX/RPM Performance Monitor SSS LG Server	1	\$91	\$91	\$96	\$96	\$100	\$100	\$109	\$109	\$109
3	Cache' Enterprise: Platform Independent, Multi Server (200 concurrent users) (formerly known as InterSystems Enterprise Cache)	1	\$3,749	\$3,749	\$3,936	\$3,936	\$4,133	\$4,133	\$4,581	\$4,581	\$4,581
4	SofTek Graftsman for DOS (Site) ⁽¹²⁾	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	SofTek Graftsman for UNIX (8 user) ⁽¹²⁾	1	\$72	\$72	\$75	\$75	\$79	\$79	N/A	N/A	N/A
6	Proactive Systems Fantasia/Flexforms ⁽⁵⁾	1	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
7	GUI/Client Server (GUI)	1	\$4,300	\$4,300	\$4,515	\$4,515	\$4,740	\$4,740	\$5,143	\$5,178	\$5,178
8	SQL Connect (SC) (1-16 concurrent users)	1	\$1,080	\$1,080	\$1,134	\$1,134	\$1,191	\$1,191	\$1,298	\$1,301	\$1,301
9	Affinity Event Manager	1	\$496	\$496	\$521	\$521	\$547	\$547	\$598	\$598	\$598
10	Affinity HL7 Library for STC DataGate	1	\$165	\$165	\$174	\$174	\$182	\$182	\$199	\$199	\$199
11	Affinity Report Writer	1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	Affinity System Management	1	\$408	\$408	\$428	\$428	\$449	\$449	\$491	\$491	\$491
13	X12 835 Health Care Claim Payment/Advice (EDI-835)	1	\$298	\$298	\$313	\$313	\$328	\$328	\$358	\$358	\$358
14	JetForms includes:										

(Revised Under Amendment Number Five of Agreement)

SCHEDULE II TO EXHIBIT D
MAINTENANCE FEE SCHEDULE

B. RANCHO LOS AMIGOS MEDICAL CENTER

I. SYSTEM SOFTWARE:

Monthly System Software Maintenance Support Fee By Calendar Year:

Item #	- Operating Software ⁽¹⁾	<u>2001</u>		<u>2002</u>		<u>2003</u>		<u>2004</u>		<u>2005</u>		
		TOTAL QTY	FIXED UNIT COST	TOTAL COST	FIXED UNIT COST	TOTAL COST	FIXED UNIT COST	TOTAL COST	FIXED UNIT COST	TOTAL COST		
14a	- Affinity JetForm Integration Agent	1	\$63	\$63	\$66	\$66	\$69	\$69	\$75	\$75	\$75	
14b	- JetForm Designer	2	\$34	\$68	\$35	\$72	\$37	\$74	\$40	\$81	\$40	\$81
14c	- JetForm Central (print engine)	1	\$135	\$135	\$142	\$142	\$149	\$149	\$163	\$163	\$163	\$163
15	AIX 5.1 SPO (Part #5692-A5L 0000)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15a	AIX 5L V5.2 BASE (Part #5692-A5L 0947)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15b	AIX 5L V5.2 EXPANSION PACK (Part #5692-A5L 0949)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15c	AIX 5L V5.2 UPDATE CD (Part #5692-A5L 0965)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15d	PERFORMANCE AIDE V3.1 (Part #5692-A5L 0971)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15e	CMM (Part #5692-A5L 0975)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15f	MEDIA PROCESS CHARGE CD ROM (Part #5692-A5L 1004)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15g	ENGLISH (Part #5692-A5L 2924)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15h	MEDIA CD-ROM (Part #5692-A5L 3410)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15i	PRELOAD (AUS FEATURE 5005) (Part #5692-A5L 5005)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15j	ENGLISH (Part #5692-A5L 5924)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)
15k	ASSET REGISTRATION (Part #5692-A5L 9001)	2	N/A	N/A	N/A	N/A	N/A	N/A	(10)	(10)	(10)	(10)

(Revised Under Amendment Number Five of Agreement)

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING
HIGH DESERT HEALTH SYSTEM

System Hardware
Description

Part No

Notes

Total Quantity

[Intentionally Omitted]

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

HIGH DESERT HEALTH SYSTEM

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>Report Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>TSM Operating Software</u>			
MS Windows 2000 Server, 5CAL	C11-00016		1

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

HIGH DESERT HEALTH SYSTEM

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
IBM Tivoli Storage Manager Extended Edition (for 6 CPU's)	D51MFLL		1
IBM Tivoli Storage Manager Extended Edition Media (1)	BJ08BML		1
IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies)	BJ08DIE		3
pcAnywhere v11.0 Host & Remote	10055294		1
McAfee VirusScan Professional 7.0 (5 User)	VSE70E005FAA		1
System Software Install			1

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

<u>System Hardware</u>			
<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Server</u>			
SIS-LACO:P SERIES 615	7029-6C3 0000		1
IDE SLIMLINE DVD-ROM DRIVE	7029-6C3 2640		1
PWR GXT135P GRAPHICS ACCELER.	7029-6C3 2849		1
36.4GB 10,000RPM DISK DRIVE	7029-6C3 3273		2
SCSI CAB,RISER 2 LVD MED.DEV.	7029-6C3 4263		1
RACK INDICATOR, RACK #1	7029-6C3 4651		1
SOFTWARE PREINSTALL	7029-6C3 5005		1
IBM BASE-TX ETHERN.PCI-X ADPT	7029-6C3 5701		1
20/40GB 4MM INTERN.TAPE DRIVE	7029-6C3 6158		1
2GIGAB.FIBRE CHANN.PCI-X ADPT	7029-6C3 6239		2
PWR SUPP,680WATT AC,HOT-SWAP	7029-6C3 6266		2
UTRA3 SCSI 4-PACK	7029-6C3 6574		1
8192MB(4X2046MB)DIMMS,EXP.CONF	7029-6C3 8159		1
2WAY1.45GHZ PW4+P.CARD,EXP.CON	7029-6C3 8187		1
FC IN.FOR EXP.C PS(284C/284E)	7029-6C3 8190		1
LANGUAGE GROUP SPECIFY-US ENG.	7029-6C3 9300		1
PWR.CORD(4M) SPCF-ALL	7029-6C3 9911		1
SYSTEM INTEGRATION FEE			1
<u>Report Server</u>			
SIS-LACO:P SERIES 615	7029-6C3 0000		1
IDE SLIMLINE DVD-ROM DRIVE	7029-6C3 2640		1
PWR GXT135P GRAPHICS ACCELER.	7029-6C3 2849		1
36.4GB 10,000RPM DISK DRIVE	7029-6C3 3273		2
SCSI CAB,RISER 2 LVD MED.DEV.	7029-6C3 4263		1
RACK INDICATOR, RACK #1	7029-6C3 4651		1
SOFTWARE PREINSTALL	7029-6C3 5005		1
IBM BASE-TX ETHERN.PCI-X ADPT	7029-6C3 5701		1
20/40GB 4MM INTERN.TAPE DRIVE	7029-6C3 6158		1
2GIGAB.FIBRE CHANN.PCI-X ADPT	7029-6C3 6239		2
PWR SUPP,680WATT AC,HOT-SWAP	7029-6C3 6266		2
UTRA3 SCSI 4-PACK	7029-6C3 6574		1
8192MB(4X2046MB)DIMMS,EXP.CONF	7029-6C3 8159		1
2WAY1.45GHZ PW4+P.CARD,EXP.CON	7029-6C3 8187		1
FC IN.FOR EXP.C PS(284C/284E)	7029-6C3 8190		1
LANGUAGE GROUP SPECIFY-US ENG.	7029-6C3 9300		1
PWR.CORD(4M) SPCF-ALL	7029-6C3 9911		1
SYSTEM INTEGRATION FEE			1
<u>Disk</u>			
FASTT600 STORAGE SERVER	1722-60U 0000		1
SHORT WAVE SFP GBIC	1722-60U 2210		2
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		6
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		2
FASTT600 AIX HOST KIT	1722-60U 7711		1
FASTT600 4-STORAGE PART.ACTIV.	1722-60U 8804		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASTT Storage Manager	1722-60U 9641		1
Hardware Integration			1
<u>Disk</u>			
FASTT600 STORAGE SERVER	1722-60U 0000		1
SHORT WAVE SFP GBIC	1722-60U 2210		2
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		6
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		2
FASTT600 AIX HOST KIT	1722-60U 7711		1
FASTT600 4-STORAGE PART.ACTIV.	1722-60U 8804		1

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

System Hardware

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASiT Storage Manager	1722-60U 9641		1
Hardware Integration			1

TSM Server

x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB, Ultr	867071X		1
3.06GHz/533MHz, 512KB Upgrade with Intel Xeon Proce	02R1988		1
1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM	33L5039		2
IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0726		2
IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDI	32P0728		4
IBM Total Storage FASiT FC2-133 Host Bus Adapter	24P0960		2
IBM ServeRAID-6i SCSI Controller	71P8595		1
NetXtreme 1000 T Dual Port Ethernet Adapter	31P6401		1
Remote Supervisor Adapter II	59P2984		1
xSeries 514W Hot Swap Redundant Power Supply	74P4965		1
Hardware Integration			1

Tape

ULTRIUM TAPE LIBRARY	3582-L23 0000		1
RMU/SPECIALIST	3582-L23 1660		1
25m LC-LC Fibre cable	3582-L23 6025		2
RACK MOUNT KIT	3582-L23 7003		1
1 CLEANING CARTRIDGE	3582-L23 8002		2
LTO ULTRIUM 2 FIBRE DRIVE	3582-L23 8105		2
20-PACK ULTRIUM 2 DATA CART	3582-L23 8110		3
ATTACHED TO WINDOWS SYSTEM	3582-L23 9212		1
2.7M POWER CORD 125V US/CANADA	3582-L23 9800		1
RACK POWER CORD - SINGLE	3582-L23 9860		1

Rack

7014-T42 : Rack 1:IBM RS/6000 Rack Model T42	7014-T42 0000		1
Rack Content Specify: 7038/6M2 - 8U	7014-T42 0195		2
Rack Content: 7316-TF2 / 1EIA	7014-T42 0216		1
Front door (Black) for 2.0M(High Perforation) racks.	7014-T42 6069		1
Power Cord: Device/Dwr to Rack PDU	7014-T42 6095		6
Side panel (black) for 1.8M or 2M racks	7014-T42 6098		2
Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector	7014-T42 7176		2
Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector	7014-T42 9176		1
Language Group: US English	7014-T42 9300		1
Power Cord Specify - US/Canada	7014-T42 9800		1
FLAT PANEL COLOR MONITOR	7316-TF2 0000		1
CPU TO VGA SW ATTACH. CBL 7FT	7316-TF2 4243		3
SPACE SAVER 2 KEYBOARD, US ENG	7316-TF2 6050		1
POWER CORD (4M) - ALL	7316-TF2 9911		1
Cisco Switch	3750-24TS		1
Cybox Autoview 200 KVM Switch 8 Ports	128104		1
IP Switch for KVM	SVIP1010-AM		1

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>Report Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>TSM Operating Software</u>			
MS Windows 2000 Server, 5CAL	C11-00016		1

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
IBM Tivoli Storage Manager Extended Edition (for 6 CPU's)	D51MFLL		1
IBM Tivoli Storage Manager Extended Edition Media (1)	BJ08BML		1
IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies)	BJ08DIE		3
pcAnywhere v11.0 Host & Remote	10055294		1
McAfee VirusScan Professional 7.0 (5 User)	VSE70E005FAA		1
System Software Install			1

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

<u>System Hardware</u>			
<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Server</u>			
pSeries 650 Model 6M2 CEC	7038-6M2 0000		1
Authorized Assembler Billing Adjustment Indicator	7038-6M2 0005		1
Light Mfg Order Indicator - Do Not Build	7038-6M2 0009		1
4.7 GB SCSI-2 Auto-docking DVD-RAM Drive	7038-6M2 2629		1
POWER GXT135P Graphics Accelerator	7038-6M2 2848		1
128-Port Async Adapter (PCI)	7038-6M2 2944		1
146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly	7038-6M2 3275		2
Backplane For Auto-Docking Media Drives	7038-6M2 4251		1
Internal Cable, Integrated Controller To SCSI Backplane	7038-6M2 4255		1
Internal Cable, Media Backplane To Ultra SCSI Backplane(4-pac	7038-6M2 4261		1
4096MB (4x1024MB) SDRAM DIMM Memory	7038-6M2 4453		2
Rack Indicator, Rack #1	7038-6M2 4651		1
Processor Card Backplane For 4-Way Configuration	7038-6M2 5120		1
IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter	7038-6M2 5701		2
20/40 GB 4mm Internal Auto-docking Tape Drive	7038-6M2 6185		1
2 Gigabit Fibre Channel PCI-X Adapter	7038-6M2 6239		2
AC Power Supply, 1100 W	7038-6M2 6287		2
RIO-2 Remote I/O Loop Adapter, Primary	7038-6M2 6415		1
Ultra3 SCSI Backplane for Hot-swap Disks(4-pack)	7038-6M2 6578		1
AAP Software Preinstall (RS)	7038-6M2 7305		1
2-Way 1.45 GHz POWER4+ Processor Card, Express Config	7038-6M2 8051		2
4096MB (4x1024MB) SDRAM DIMM Memory, Express Config	7038-6M2 8052		2
Entitlement Feature For Express Configuration -- pSeries 650	7038-6M2 8057		1
Async Cont Cable/128-Port, 4.5Meter	7038-6M2 8131		1
Enhanced Remote Async Node 16-P EIA-232	7038-6M2 8137		1
Power Specify for AC	7038-6M2 9172		1
Language Group: US English	7038-6M2 9300		1
CUoD Smart Card Indicator, ISU Only	7038-6M2 9580		1
RIO-2 Enablement Indicator	7038-6M2 9581		1
Power Cord Specify - US/Canada	7038-6M2 9800		1
POWER CORD SPECIFY 4M - ALL	7038-6M2 9911		1
SIS Integration			1
<u>Report Server</u>			
pSeries 650 Model 6M2 CEC	7038-6M2 0000		1
Authorized Assembler Billing Adjustment Indicator	7038-6M2 0005		1
Light Mfg Order Indicator - Do Not Build	7038-6M2 0009		1
4.7 GB SCSI-2 Auto-docking DVD-RAM Drive	7038-6M2 2629		1
POWER GXT135P Graphics Accelerator	7038-6M2 2848		1
128-Port Async Adapter (PCI)	7038-6M2 2944		1
146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly	7038-6M2 3275		2
Backplane For Auto-Docking Media Drives	7038-6M2 4251		1
Internal Cable, Integrated Controller To SCSI Backplane	7038-6M2 4255		1
Internal Cable, Media Backplane To Ultra SCSI Backplane(4-pac	7038-6M2 4261		1
4096MB (4x1024MB) SDRAM DIMM Memory	7038-6M2 4453		2
Rack Indicator, Rack #1	7038-6M2 4651		1
Processor Card Backplane For 4-Way Configuration	7038-6M2 5120		1
IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter	7038-6M2 5701		2
20/40 GB 4mm Internal Auto-docking Tape Drive	7038-6M2 6185		1
2 Gigabit Fibre Channel PCI-X Adapter	7038-6M2 6239		2
AC Power Supply, 1100 W	7038-6M2 6287		2
RIO-2 Remote I/O Loop Adapter, Primary	7038-6M2 6415		1
Ultra3 SCSI Backplane for Hot-swap Disks(4-pack)	7038-6M2 6578		1
AAP Software Preinstall (RS)	7038-6M2 7305		1
2-Way 1.45 GHz POWER4+ Processor Card, Express Config	7038-6M2 8051		2
4096MB (4x1024MB) SDRAM DIMM Memory, Express Config	7038-6M2 8052		2
Entitlement Feature For Express Configuration -- pSeries 650	7038-6M2 8057		1
Async Cont Cable/128-Port, 4.5Meter	7038-6M2 8131		1
Enhanced Remote Async Node 16-P EIA-232	7038-6M2 8137		1
Power Specify for AC	7038-6M2 9172		1

(Added Under Amendment Number Five of Agreement)

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Hardware

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
Language Group: US English	7038-6M2 9300		1
CUoD Smart Card Indicator,ISU Only	7038-6M2 9580		1
RIO-2 Enablement Indicator	7038-6M2 9581		1
Power Cord Specify - US/Canada	7038-6M2 9800		1
POWER CORD SPECIFY 4M - ALL	7038-6M2 9911		1
SIS Integration			1

Disk

FASTT600 STORAGE SERVER	1722-60U 0000		1
(24P8215) FASTT600 Turbo Feature	1722-60U 2000		1
SHORT WAVE SFP GBIC	1722-60U 2210		6
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		8
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		4
(24P8219) FASTT600 Flash/VolumeCopy Activation	1722-60U 7354		1
FASTT600 AIX HOST KIT	1722-60U 7711		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FAST Storage Manager	1722-60U 9641		1
Hardware Integration			1
CISCO STRG SWITCH MDS 9120	2061-020 0000		1
FC PORT SW SFP TRANSCEIVER	2061-020 5230		20
5 M LC/LC FIBER CABLE	2061-020 5605		8
25 M LC/LC FIBER CABLE	2061-020 5625		12
AC POWER CORD, NORTH AMERICA	2061-020 9241		2

Disk

FASTT600 STORAGE SERVER	1722-60U 0000		1
(24P8215) FASTT600 Turbo Feature	1722-60U 2000		1
SHORT WAVE SFP GBIC	1722-60U 2210		6
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		8
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		4
(24P8219) FASTT600 Flash/VolumeCopy Activation	1722-60U 7354		1
FASTT600 AIX HOST KIT	1722-60U 7711		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FAST Storage Manager	1722-60U 9641		1
Hardware Integration			1
CISCO STRG SWITCH MDS 9120	2061-020 0000		1
FC PORT SW SFP TRANSCEIVER	2061-020 5230		20
5 M LC/LC FIBER CABLE	2061-020 5605		8
25 M LC/LC FIBER CABLE	2061-020 5625		12
AC POWER CORD, NORTH AMERICA	2061-020 9241		2

TSM Server

x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB Ultra320	867071X		1
3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor	02R1988		1
1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM	33L5039		2
IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0726		2
IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0728		4
IBM Total Storage FASTT FC2-133 Host Bus Adapter	24P0960		2
IBM ServeRAID-6i SCSI Controller	71P8595		1
NetXtreme 1000 T Dual Port Ethernet Adapter	31P6401		1
Remote Supervisor Adapter II	59P2984		1
xSeries 514W Hot Swap Redundant Power Supply	74P4965		1
Hardware Integration			1

Tape

ULTRIUM TAPE LIBRARY	3582-L23 0000		1
RMU/SPECIALIST	3582-L23 1660		1
25m LC-LC Fibre cable	3582-L23 6025		2

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Hardware

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
RACK MOUNT KIT	3582-L23 7003		1
1 CLEANING CARTRIDGE	3582-L23 8002		2
LTO ULTRIUM 2 FIBRE DRIVE	3582-L23 8105		2
20-PACK ULTRIUM 2 DATA CART	3582-L23 8110		3
ATTACHED TO WINDOWS SYSTEM	3582-L23 9212		1
2.7M POWER CORD 125V US/CANADA	3582-L23 9800		1
RACK POWER CORD - SINGLE	3582-L23 9860		1
 <u>Rack</u>			
7014-T42 : Rack 1:IBM RS/6000 Rack Model T42	7014-T42 0000		1
Rack Content Specify: 7038/6M2 - 8U	7014-T42 0195		2
Rack Content: 7316-TF2 / 1EIA	7014-T42 0216		1
Front door (Black) for 2.0M(High Perforation) racks.	7014-T42 6069		1
Power Cord: Device/Dwr to Rack PDU	7014-T42 6095		6
Side panel (black) for 1.8M or 2M racks	7014-T42 6098		2
Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector	7014-T42 7176		2
Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector	7014-T42 9176		1
Language Group: US English	7014-T42 9300		1
Power Cord Specify - US/Canada	7014-T42 9800		1
 FLAT PANEL COLOR MONITOR			
CPU TO VGA SW ATTACH. CBL 7FT	7316-TF2 0000		1
SPACE SAVER 2 KEYBOARD, US ENG	7316-TF2 4243		3
POWER CORD (4M) - ALL	7316-TF2 6050		1
	7316-TF2 9911		1
 Cisco Switch			
	3750-24TS		1
Cybox Autoview 200 KVM Switch 8 Ports	128104		1
IP Switch for KVM	SVIP1010-AM		1

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Software

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Operating System</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
MEDIA	5692-A5L 0971		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
LOCAL IBM OFFICE EXPEDITE	5692-A5L 3445		1
ENGLISH	5692-A5L 5924		1
PREINSTALL	5692-A5L 7305		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		8
SW Custom QuickShip Indicator	5765-E62 3445		1
PREINSTALL	5765-E62 7305		1
Performance AIDE	5765-E68 0000		1
Performance AIDE V3.1 Per Proc	5765-E68 0005		4
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>Report Operating System</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
MEDIA	5692-A5L 0971		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
LOCAL IBM OFFICE EXPEDITE	5692-A5L 3445		1
ENGLISH	5692-A5L 5924		1
PREINSTALL	5692-A5L 7305		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		8
SW Custom QuickShip Indicator	5765-E62 3445		1
PREINSTALL	5765-E62 7305		1
Performance AIDE	5765-E68 0000		1
Performance AIDE V3.1 Per Proc	5765-E68 0005		4
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>TSM Operating System</u>			

ATTACHMENT A TO EXHIBIT 1 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE,
OPERATING SOFTWARE, AND TRAINING

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Software

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
MS Windows 2000 Server, 5CAL	C11-00016		1
IBM Tivoli Storage Manager Extended Edition (for 10 CPU's)	D51MFLL		1
IBM Tivoli Storage Manager Extended Edition Media (1)	BJ08BML		1
IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies)	BJ08DIE		3
pcAnywhere v11.0 Host & Remote	10055294		1
McAfee VirusScan Professional 7.0 (5 User)	VSE70E005FAA		1
System Software Install			1

EXHIBIT 2

ADDITIONAL TERMS AND CONDITIONS

1. Payment/Withhold Methodology for System Hardware, Operating Software and Training

- A. For each COUNTY Facility, payment for System Hardware and Operating Software costs will be due to SUBCONTRACTOR as follows:

One hundred percent (100%) of System Hardware and Operating Software costs will be due SUBCONTRACTOR upon CONTRACTOR's written approval of Deliverable 20 (Successfully Complete System Reliability Test (Reliability Test) for New System Hardware) of the Prime Contract which corresponds to Deliverable 2 (Successfully Complete System Reliability Test (Reliability Test) of New System Hardware) for this Agreement.

- B. For each COUNTY Facility, one hundred percent (100%) of the fixed cost for each standard training course as listed in Attachment A (Schedule of System Hardware, Operating Software and Training) to Exhibit 1 will be due to SUBCONTRACTOR upon COUNTY's completion of each such training course.

2. Maintenance Services and Downtime Credits

- A. For each COUNTY Facility, SUBCONTRACTOR shall provide CONTRACTOR with maintenance services for System Hardware and Operating Software in accordance with the terms of Exhibit 6 (Schedule of Maintenance).
- B. For each COUNTY Facility, during each maintenance period, as described in Exhibit 6 (Schedule of Maintenance), CONTRACTOR shall be entitled to Downtime credits in the event Downtime occurs (as mutually determined by CONTRACTOR and SUBCONTRACTOR) for any System Hardware or Operating Software component for which SUBCONTRACTOR is providing maintenance services for a period of eight (8) or more consecutive hours or for a total of twelve (12) or more hours during any twenty-four (24) hour period. For each such eight (8) consecutive hour period, or for each such twelve (12) of twenty-four (24) hour period, CONTRACTOR shall be entitled to a one (1) day Downtime credit in the amount of one-thirtieth (1/30th) of the applicable Monthly Operating Software Maintenance Support Fees and/or Monthly Maintenance Support Fees specified in Exhibit D (Schedule of Maintenance) of the Prime Contract for all System Hardware components and/or for Operating Software components, provided that Downtime credits shall not exceed seventy five percent (75%) of such applicable Monthly System Software Maintenance Support Fees or Monthly Maintenance Services Fees for all affected System Hardware components and/or Operating Software components.

If Downtime results from use of the System by COUNTY or CONTRACTOR

(Added Under Amendment Number Five of Agreement)

contrary to instructions provided by SUBCONTRACTOR, CONTRACTOR shall not be entitled to any Downtime credits for the affected System components for such period of misuse, provided that SUBCONTRACTOR shall notify CONTRACTOR, in writing, of the details of the alleged misuse within five (5) days of SUBCONTRACTOR's discovery of the alleged misuse. CONTRACTOR shall review such alleged misuse and shall notify SUBCONTRACTOR in writing, within five (5) days, of the CONTRACTOR's agreement or disagreement with SUBCONTRACTOR's allegation(s). In the event CONTRACTOR disagrees with SUBCONTRACTOR's allegation(s) of misuse, CONTRACTOR shall be entitled to Downtime credits to reduce any amounts due to SUBCONTRACTOR.

3. Transportation Charges

All System Hardware and Operating Software components listed in Attachment A (Schedule of System Hardware, Operating Software, and Training) to this Exhibit 1 shall be F.O.B. Destination. CONTRACTOR and SUBCONTRACTOR shall mutually agree upon the carrier and delivery dates for all System Hardware and Operating Software.

4. Guaranteed Prices

SUBCONTRACTOR shall guarantee all prices for System Hardware, Operating Software, and services provided by SUBCONTRACTOR under this Agreement in accordance with written price quotes submitted by SUBCONTRACTOR and approved and accepted by CONTRACTOR.

5. Payment to SUBCONTRACTOR

Contractor shall pay SUBCONTRACTOR promptly upon receipt of funds from COUNTY.

(Added Under Amendment Number Five of Agreement)

EXHIBIT 3

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

PROJECT NAME _____

SUBCONTRACTOR/EMPLOYER NAME _____

CONTRACTOR NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

GENERAL INFORMATION

Your employer referenced above has entered into a Subcontract with the above-referenced Contractor to provide certain services to the County of Los Angeles (hereafter sometimes "County") under the above-referenced County Contract between the above-referenced Contractor and the County. The County requires your signature on this Subcontractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Subcontractor is my sole employer for purposes of this employment. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of the County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County during the period of this employment. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY

You may be involved with work pertaining to services provided by the County and, if so, you may have access to confidential data, information and materials pertaining to persons and/or entities

(Added Under Amendment Number Five of Agreement)

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
(CONTINUED)

PROJECT NAME_____

SUBCONTRACTOR/EMPLOYER NAME_____

CONTRACTOR NAME_____

LOS ANGELES COUNTY CONTRACT NUMBER_____

receiving services from the County. In addition, you may also have access to confidential proprietary data, information and materials which are owned and/or copyrighted by the County, the above-referenced Contractor or other vendors doing business with the County. The County as well as you have a legal obligation to protect all such confidential data, information and materials in its possession, especially data, information and materials concerning health, criminal and welfare recipient records and proprietary data, information and materials. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data, information and materials. Consequently, you must sign this Agreement as a condition of your work to be provided by your employer for the County. Please read this Agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data, information or materials obtained while performing work related to the above-referenced County Contract. I agree to forward all requests for the disclosure or release of any data, information or materials received by me to the Contractor's Project Manager for the above-referenced County Contract and to my immediate supervisor.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the above-referenced County Contract. I agree to protect these confidential items against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary data, information and materials of the County, the above-referenced Contractor or other County vendors is provided to me during this employment, I shall keep such data, information and materials confidential.

(Added Under Amendment Number Five of Agreement)

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
(CONTINUED)

PROJECT NAME _____

SUBCONTRACTOR/EMPLOYER NAME _____

CONTRACTOR NAME _____

LOS ANGELES COUNTY CONTRACT NUMBER _____

I agree to report any and all violations of the above-referenced County Contract or this Agreement by myself and/or by any other person of which I become aware to the Contractor's Project Manager for the above-referenced County Contract and to my immediate supervisor. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the Subcontract, or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____
(Signature)

DATE: ____/____/____

NAME: _____
(Print)

SOCIAL SECURITY NUMBER: _____

WORKING TITLE: _____

EXHIBIT 4

SUBCONTRACTOR'S EEO CERTIFICATION

Subcontractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Paragraph 4.32.010 of the Code of the County of Los Angeles, the above-referenced Subcontractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

- | | | | |
|----|--|---------------------------------|--------------------------------|
| 1. | Subcontractor has a written policy statement prohibiting discrimination in all phases of employment. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 2. | Subcontractor periodically conducts a self analysis or utilization analysis of its work force. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 3. | Subcontractor has a system for determining if its employment practices are discriminatory against protected groups. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, Subcontractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

Name and title of signer

Signature

Date

(Added Under Amendment Number Five of Agreement)

EXHIBIT 5

LOS ANGELES COUNTY CODE CHAPTER 2.202 **DETERMINATIONS OF CONTRACTOR** **NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**

Chapter 2.202 Determinations of Contractor Non-Responsibility and Contractor Debarment

2.202.010 Findings and Declarations.

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of

(Added Under Amendment Number Five of Agreement)

supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of Contractor Non-Responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the county or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.
- D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

(Added Under Amendment Number Five of Agreement)

- A. The county may debar a contractor who has an existing contract with the county and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the county; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making any debarment decision. Upon a debarment finding by the board of supervisors, the county shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the county, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

(Added Under Amendment Number Five of Agreement)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

(Added Under Amendment Number Five of Agreement)

EXHIBIT 6

SCHEDULE OF MAINTENANCE

1. OPERATING SOFTWARE MAINTENANCE

A. SUPPORT SERVICES

- (1) SUBCONTRACTOR shall: (a) correct the failure of the Operating Software to operate in accordance with Specifications (such correction of the Operating Software is hereinafter referred to as "Corrective Maintenance") and (b) provide Enhancements as defined in Section A(3) below. Hereinafter, Corrective Maintenance and Enhancements are collectively referred to as "Operating Software Support".
- (2) Corrective Maintenance shall be provided 24 hours per day, seven (7) days per week and shall be performed as follows:
 - (a) CONTRACTOR may request Corrective Maintenance by telephone, facsimile, or mail.
 - (b) CONTRACTOR shall provide SUBCONTRACTOR with information and assistance reasonably requested by SUBCONTRACTOR as necessary to detect, simulate and correct the failure of the Operating Software to operate in accordance with the terms of this Agreement (hereinafter referred to as "Program Error").
 - (c) SUBCONTRACTOR shall provide CONTRACTOR with revised and installed Operating Software code and avoidance procedures to correct Program Errors. SUBCONTRACTOR shall initiate Operating Software Support within four (4) hours of notification by CONTRACTOR that Operating Software is failing to perform in accordance with Specifications or is otherwise impairing COUNTY's normal business operations.
 - (d) SUBCONTRACTOR shall provide Corrective Maintenance from its business premises, except that at SUBCONTRACTOR's option and expense, SUBCONTRACTOR may perform Corrective Maintenance at COUNTY Facility(ies) as described in this Exhibit 6.
- (3) "Enhancements" shall mean updates, corrections modifications, new releases and versions of the Operating Software made available to SUBCONTRACTOR's other customers pursuant to support arrangements similar to the support arrangements provided to CONTRACTOR.

(Added Under Amendment Number Five of Agreement)

- (4) SUBCONTRACTOR shall specify to CONTRACTOR the level of expertise needed by CONTRACTOR personnel to install Enhancements. CONTRACTOR will install all Enhancements with reasonable telephone assistance from SUBCONTRACTOR. All Enhancements shall be provided in a form and with installation instructions sufficient to permit installation by CONTRACTOR.
- (5) SUBCONTRACTOR is not required to perform Corrective Maintenance with respect to Operating Software malfunctions caused by:
 - (a) CONTRACTOR's modifications to the Operating Software not approved in writing by SUBCONTRACTOR;
 - (b) CONTRACTOR's failure to activate in a timely manner Program Error corrections (including, but not limited to, corrections which SUBCONTRACTOR has included in Enhancements which are technologically feasible for CONTRACTOR to install); or
 - (c) Use of Operating Software inconsistent with the terms of the Agreement.

B. TERM

- (1) For each Operating Software component, SUBCONTRACTOR shall provide and CONTRACTOR shall receive Operating Software Support commencing upon the later occurring of the Effective Date or, if applicable, the commencement of the Warranty Period as defined in Paragraph 16 (Warranties) of the body of this Agreement and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.
- (2) For each Operating Software component, Monthly Operating Software Maintenance Support Fees shall commence on the later occurring of the Effective Date or, if applicable, the thirty-first (31st) day of the Warranty Period as defined in Paragraph 16 (Warranties) of the body of this Agreement and shall be payable to SUBCONTRACTOR within ten (10) days of receipt by CONTRACTOR of such payment by COUNTY.

C. OPTION TO TERMINATE OPERATING SOFTWARE SUPPORT

CONTRACTOR shall have the right to terminate all or part of Operating Software Support services at any time by giving ninety (90) days written notice to SUBCONTRACTOR when such action is deemed by CONTRACTOR to be in its best interest; provided, however, that CONTRACTOR shall only have to provide thirty (30) days notice of such termination where such termination is due to (a) closure of a COUNTY facility, or (b) termination of the Prime Contract.

(Added Under Amendment Number Five of Agreement)

D. COUNTY RESPONSIBILITIES

CONTRACTOR will ensure that COUNTY undertakes the following responsibilities:

- (1) Will provide, at COUNTY's expense and to the extent not in violation of applicable law (a) remote access capability through either (i) a Microsoft Remote Access Server ("RAS") connection, or (ii) virtual private network ("VPN") access using QuadraMed Affinity standard, to enable CONTRACTOR or any relevant SUBCONTRACTORS to access the System from CONTRACTOR's or any relevant SUBCONTRACTOR's facility, and (b) a backup modem line in case of failure of the primary network access;
- (2) Will identify, for each COUNTY Project Manager, one alternate to serve as COUNTY's support contact (hereafter referred to as the "Representative"). Only COUNTY Representatives shall be authorized to request and receive System Software Support on behalf of COUNTY Facility. COUNTY may change its Representative(s) by written notice to CONTRACTOR;
- (3) Will provide CONTRACTOR and any relevant SUBCONTRACTOR with reasonable access to the System Software, System Hardware and all COUNTY data used by the System Software during the times requested by CONTRACTOR subject to COUNTY Facility's access approval policies. COUNTY will not unreasonably withhold such access. Access to such data shall be used exclusively for System Software Support purposes and shall be subject to CONTRACTOR's and any relevant SUBCONTRACTOR's obligations to protect confidential and proprietary information as set forth in this Agreement and the relevant subcontract agreement;
- (4) Will provide CONTRACTOR or any relevant SUBCONTRACTOR with notice, either orally or in writing, within three (3) days of occurrence of a problem being reported, with a general description of the problem;
- (5) Except where covered by subsection A(7) of Section I (System Software Maintenance) of Exhibit D (Schedule of Maintenance) of the Prime Contract, will purchase, if necessary, any third-party proprietary licenses to System Software, not available in the public domain, to comply with State and Federal regulatory requirements. CONTRACTOR shall consult with COUNTY in connection with obtaining such software;
- (6) May provide monthly, and CONTRACTOR shall hold at CONTRACTOR's Irvine, California premises, a back-up copy of the System Software installed at COUNTY Facilities;
- (7) Will provide CONTRACTOR and any relevant SUBCONTRACTOR with
(Added Under Amendment Number Five of Agreement)

adequate working space and facilities, on a non-exclusive use basis, including heat, light, ventilation, electrical current and outlets for use by CONTRACTOR's or any relevant SUBCONTRACTOR's maintenance personnel. All such facilities will be within a reasonable distance from the System Software and associated System Hardware to be serviced and will be provided at no charge to CONTRACTOR or any relevant SUBCONTRACTOR;

- (8) Will not perform, attempt to perform, or cause to be performed, maintenance or repair to such System Software receiving System Software Support and, at CONTRACTOR's or any relevant SUBCONTRACTOR's request, will establish and maintain a hardware environment consistent with such specifications as may be reasonably specified by CONTRACTOR or any relevant SUBCONTRACTOR from time to time;
- (9) Will ensure that any access codes provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY are used only by COUNTY employees or designees who are authorized to do so;
- (10) Will provide CONTRACTOR or any relevant SUBCONTRACTOR with any information reasonably requested by CONTRACTOR or any relevant SUBCONTRACTOR which is related to provision of the System Software Support;
- (11) Diagnostic Tool License

COUNTY agrees to comply with the following license terms in connection with any service or software (e.g. diagnostic tool) provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY solely in connection with CONTRACTOR or any such relevant SUBCONTRACTOR providing the System Software Support, which service or software is not covered by Exhibit J (System Software License) of the Prime Contract or accompanied by a license agreement:

- (a) CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, hereby grants COUNTY a nonexclusive license to use the such software or services on or in connection with the System Software to assist CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, in problem determination or other system support in conjunction with the System Software Support;
- (b) If CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, does not supply a backup copy, COUNTY may make one copy of any such software for backup purposes provided COUNTY reproduces the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original;

(Added Under Amendment Number Five of Agreement)

- (c) COUNTY may not modify such software's machine readable instructions or data or merge them into another program; reverse assemble, reverse compile, or otherwise translate such software; sublicense, assign, or transfer the license for such software or services; or distribute the software or services to any third party. Without limiting CONTRACTOR's or any such relevant SUBCONTRACTOR's obligations in respect of warranty or maintenance services under this Agreement, or the relevant subcontract agreement, all such software and services provided under this Section D(11) are provided without warranties of any kind; and
- (d) COUNTY's license provided under this Section D(11) to any such software or services terminates when the System Software Support terminates, is withdrawn or expires and is not renewed; or such software or services are no longer needed to perform the System Software Support. Upon termination, COUNTY agrees to destroy any such software and any backup copy COUNTY was given or made.

2. MAINTENANCE SERVICES

A. SUPPORT SERVICES

SUBCONTRACTOR shall inspect the System Hardware on a regular basis and make such repairs, lubrication, adjustments, replacement of maintenance parts, and performance of preventive maintenance as necessary to maintain the System Hardware in good operating condition (hereinafter referred to as "Maintenance Services"). Parts shall be furnished on an exchange basis, regardless of when installed by SUBCONTRACTOR, and shall be new or equivalent to new in performance when used in the System Hardware.

Preventive maintenance (scheduled) shall be performed at times mutually agreed by SUBCONTRACTOR and COUNTY. SUBCONTRACTOR shall specify the frequency and duration of preventive maintenance scheduled for the System Hardware.

B. TERM

- (1) For each System Hardware component for which Maintenance Services are provided, SUBCONTRACTOR shall provide Maintenance Services to CONTRACTOR commencing upon the later occurring of the Effective Date or upon the commencement of the Warranty Period as defined in Paragraph 16 (Warranties) of the body of this Agreement and continuing for the entire term of the Agreement, unless otherwise terminated in accordance with the provisions of this Agreement.

(Added Under Amendment Number Five of Agreement)

- (2) For each System Hardware component for which Maintenance Services are provided, Monthly System Hardware Maintenance Support Fees shall commence upon the later occurring of the Effective Date or, if applicable, the thirty-first (31st) day of the Warranty Period as defined in Paragraph 16 (Warranties) of the body of this Agreement and shall be payable to SUBCONTRACTOR within ten (10) days of receipt by CONTRACTOR of such payment by COUNTY.

C. EXCLUSIONS

Maintenance Services do not include: (1) electrical work external to any System Hardware; (2) reinstallation or moving of hardware, options or attachments from original installed location; (3) furnishing of consumable items, supplies and accessories, including, but not limited to, ribbons, paper, cassettes, and disk packs (notwithstanding any other part of this Agreement); (4) replacement of parts or repairs necessitated by wear resulting from other than normal life cycle usage, or damage caused by: accident, negligence or misuse by COUNTY or its agents and employees, or damage due to fires, floods, or other acts of God, or alterations of any sort which are performed by other than SUBCONTRACTOR's personnel, unless approved, in writing, by SUBCONTRACTOR; (5) painting or refinishing System Hardware or furnishing material therefor; and (6) repair of damage caused directly or indirectly by operation of the System Hardware outside the temperature, humidity and electrical ranges prescribed by System Hardware manufacturers.

D. MAINTENANCE SERVICE TIME

- (1) Availability of Maintenance Services and Charges
Maintenance Services shall be provided 24 hours per day, seven (7) days per week.

- (2) Service Calls

For each COUNTY Facility, SUBCONTRACTOR maintenance personnel, except in circumstances that are beyond the control of SUBCONTRACTOR, shall arrive at the applicable COUNTY site where System Hardware is located within two (2) hours after notification by CONTRACTOR that Maintenance Services are required. Notification for purposes of this Section D(2) may be by telephonic communication.

E. OPTION TO TERMINATE MAINTENANCE SERVICES

CONTRACTOR shall have the right to terminate all or part of Maintenance Services at any time by giving ninety (90) days written notice to SUBCONTRACTOR when such action is deemed by CONTRACTOR to be in its best interest; provided, however, that CONTRACTOR shall only have to provide thirty (30) days notice of such

(Added Under Amendment Number Five of Agreement)

termination where such termination is due to (a) closure of a COUNTY Facility, or (b) termination of the Prime Contract.

F. COUNTY RESPONSIBILITIES

CONTRACTOR will ensure that COUNTY undertakes the following responsibilities:

- (1) Will provide, at COUNTY's expense and to the extent not in violation of applicable law (a) remote access capability through either (i) a Microsoft Remote Access Server ("RAS") connection, or (ii) virtual private network ("VPN") access using QuadraMed Affinity standard, to enable CONTRACTOR or any relevant SUBCONTRACTORS to access the System from CONTRACTOR's or any relevant SUBCONTRACTOR's facility, and (b) a backup modem line in case of failure of the primary network access;
- (2) COUNTY will provide CONTRACTOR and any relevant SUBCONTRACTOR with reasonable access and availability to the System Hardware to perform Maintenance Services during the specified periods of service coverage. COUNTY will also provide adequate working space and facilities, on a non-exclusive use basis, including heat, light, ventilation, electrical current and outlets for use by CONTRACTOR's or any relevant SUBCONTRACTOR's maintenance personnel, and adequate storage space, if required, for spare parts. All such facilities will be within a reasonable distance from the System Hardware to be serviced and will be provided at no charge to CONTRACTOR or any relevant SUBCONTRACTOR;
- (3) COUNTY will not perform, attempt to perform, or cause to be performed, maintenance or repair to such System Hardware receiving Maintenance Services, except simple operational maintenance (e.g., cleaning tape head drives) on such System Hardware as may be specified by CONTRACTOR or any relevant SUBCONTRACTOR. COUNTY, at CONTRACTOR's or any relevant SUBCONTRACTOR's request, shall establish and maintain a hardware environment consistent with such specifications as may be furnished by CONTRACTOR or any relevant SUBCONTRACTOR from time to time;
- (4) COUNTY will provide CONTRACTOR or any relevant SUBCONTRACTOR with notice, either orally or in writing, within three (3) days of occurrence of any problem being reported, with a general description of the problem;
- (5) COUNTY will ensure that any access codes provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY are used only by COUNTY employees or designees who are authorized to do so;
- (6) COUNTY will provide CONTRACTOR and any relevant SUBCONTRACTOR

(Added Under Amendment Number Five of Agreement)

with any information reasonably requested by CONTRACTOR or any relevant SUBCONTRACTOR which is related to provision of the Maintenance Services;

- (7) COUNTY agrees to provide secure storage space for all CONTRACTOR's or any relevant SUBCONTRACTOR's parts stored at any County Facilities; to provide CONTRACTOR's and any relevant SUBCONTRACTOR's service technicians access to the secure storage space for storage of and access to the parts; and, while in storage, such parts shall remain the property of CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, and will be made available for return to CONTRACTOR or any relevant SUBCONTRACTOR upon the request of CONTRACTOR or any such relevant SUBCONTRACTOR. COUNTY further agrees to cooperate in any inventory review requests of CONTRACTOR or any relevant SUBCONTRACTOR;

(8) Diagnostic Tool License

COUNTY agrees to comply with the following license terms in connection with any service or software (e.g. diagnostic tool) provided by CONTRACTOR or any relevant SUBCONTRACTOR to COUNTY solely in connection with CONTRACTOR or any such relevant SUBCONTRACTOR providing the Maintenance Services, which service or software is not covered by Exhibit J (System Software License) of the Prime Contract or accompanied by a license agreement:

- (a) CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, hereby grants COUNTY a nonexclusive license to use the such software or services on or in connection with the System Hardware to assist CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, in problem determination or other system support in conjunction with the Maintenance Services;
- (b) If CONTRACTOR or any relevant SUBCONTRACTOR, as applicable, does not supply a backup copy, COUNTY may make one copy of any such software for backup purposes provided COUNTY reproduces the copyright notice and any other legend of ownership on the copy. The backup copy is subject to the same terms as the original;
- (c) COUNTY may not modify such software's machine readable instructions or data or merge them into another program; reverse assemble, reverse compile, or otherwise translate such software; sublicense, assign, or transfer the license for such software or services; or distribute the software or services to any third party. Without limiting CONTRACTOR's or any such any relevant SUBCONTRACTOR's obligations in respect of warranty or maintenance services under this Agreement, or the relevant

(Added Under Amendment Number Five of Agreement)

subcontract agreement, all such software and services provided under this Section F(8) are provided without warranties of any kind; and

- (d) COUNTY's license provided under this Section F(8) to any such software or services terminates when the Maintenance Services terminates, is withdrawn or expires and is not renewed; or such software or services are no longer needed to perform the Maintenance Services. Upon termination, COUNTY agrees to destroy any such software and any backup copy COUNTY was given or made.

3. COUNTY FACILITIES

COUNTY Facilities for which maintenance services identified in this Exhibit 6 shall be provided are as follows:

- (a) High Desert Health System
44900 N. 60th Street West
Lancaster, California 93536-7621
- (b) Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, California 90242-3496
- (c) Martin Luther King, Jr./Drew Medical Center
1201 Wilmington Avenue
Los Angeles, California 90059-3019

4. PROBLEM CORRECTION PRIORITY:

CONTRACTOR will assign a priority number to each notification of a problem at the time of notification to SUBCONTRACTOR in accordance with the following objective:

<u>Priority Number</u>	<u>Problem Correction Timeframe Objective</u>
1	Within eight (8) hours of oral or written notification
2	Within twenty-four (24) hours of oral or written notification
3	Within forty (40) hours of oral or written notification
4	Mutual agreement on due date for resolution

In the event that the assigned Problem Correction Timeframe Objectives are not met by

(Added Under Amendment Number Five of Agreement)

SUBCONTRACTOR, SUBCONTRACTOR shall immediately submit to CONTRACTOR by facsimile a written action plan and status report which shall minimally include a description of the original problem encountered, why SUBCONTRACTOR was not able to correct the problem within the original objective, proposed corrective action, and a revised Problem Correction Timeframe Objective. SUBCONTRACTOR shall be available for discussion with CONTRACTOR regarding possible work arounds and other issues of concern.

(Added Under Amendment Number Five of Agreement)

EXHIBIT 6

ATTACHMENT A

SCHEDULE OF SYSTEM HARDWARE AND OPERATING SOFTWARE

SEE ATTACHED

(Added Under Amendment Number Five of Agreement)

ID-94

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

HIGH DESERT HEALTH SYSTEM

<u>System Hardware</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Server</u>			
SIS-LACO:P SERIES 615	7029-6C3 0000		1
IDE SLIMLINE DVD-ROM DRIVE	7029-6C3 2640		1
PWR GXT135P GRAPHICS ACCELER.	7029-6C3 2849		1
36.4GB 10,000RPM DISK DRIVE	7029-6C3 3273		2
SCSI CAB,RISER 2 LVD MED.DEV.	7029-6C3 4263		1
RACK INDICATOR, RACK #1	7029-6C3 4651		1
SOFTWARE PREINSTALL	7029-6C3 5005		1
IBM BASE-TX ETHERN.PCI-X ADPT	7029-6C3 5701		1
20/40GB 4MM INTERN.TAPE DRIVE	7029-6C3 6158		1
2GIGAB.FIBRE CHANN.PCI-X ADPT	7029-6C3 6239		2
PWR SUPP,680WATT AC,HOT-SWAP	7029-6C3 6266		2
UTRA3 SCSI 4-PACK	7029-6C3 6574		1
8192MB(4X2046MB)DIMMS,EXP.CONF	7029-6C3 8159		1
2WAY1.45GHZ PW4+P.CARD,EXP.CON	7029-6C3 8187		1
FC IN.FOR EXP.C PS(284C/284E)	7029-6C3 8190		1
LANGUAGE GROUP SPECIFY-US ENG.	7029-6C3 9300		1
PWR.CORD(4M) SPCF-ALL	7029-6C3 9911		1
SYSTEM INTEGRATION FEE			1
<u>Report Server</u>			
SIS-LACO:P SERIES 615	7029-6C3 0000		1
IDE SLIMLINE DVD-ROM DRIVE	7029-6C3 2640		1
PWR GXT135P GRAPHICS ACCELER.	7029-6C3 2849		1
36.4GB 10,000RPM DISK DRIVE	7029-6C3 3273		2
SCSI CAB,RISER 2 LVD MED.DEV.	7029-6C3 4263		1
RACK INDICATOR, RACK #1	7029-6C3 4651		1
SOFTWARE PREINSTALL	7029-6C3 5005		1
IBM BASE-TX ETHERN.PCI-X ADPT	7029-6C3 5701		1
20/40GB 4MM INTERN.TAPE DRIVE	7029-6C3 6158		1
2GIGAB.FIBRE CHANN.PCI-X ADPT	7029-6C3 6239		2
PWR SUPP,680WATT AC,HOT-SWAP	7029-6C3 6266		2
UTRA3 SCSI 4-PACK	7029-6C3 6574		1
8192MB(4X2046MB)DIMMS,EXP.CONF	7029-6C3 8159		1
2WAY1.45GHZ PW4+P.CARD,EXP.CON	7029-6C3 8187		1
FC IN.FOR EXP.C PS(284C/284E)	7029-6C3 8190		1
LANGUAGE GROUP SPECIFY-US ENG.	7029-6C3 9300		1
PWR.CORD(4M) SPCF-ALL	7029-6C3 9911		1
SYSTEM INTEGRATION FEE			1
<u>Disk</u>			
FASTT600 STORAGE SERVER	1722-60U 0000		1
SHORT WAVE SFP GBIC	1722-60U 2210		2
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		6
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		2
FASTT600 AIX HOST KIT	1722-60U 7711		1
FASTT600 4-STORAGE PART.ACTIV.	1722-60U 8804		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASTT Storage Manager	1722-60U 9641		1
Hardware Integration			1
<u>Disk</u>			
FASTT600 STORAGE SERVER	1722-60U 0000		1
SHORT WAVE SFP GBIC	1722-60U 2210		2
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		6
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		2
FASTT600 AIX HOST KIT	1722-60U 7711		1
FASTT600 4-STORAGE PART.ACTIV.	1722-60U 8804		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASTT Storage Manager	1722-60U 9641		1
Hardware Integration			1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

HIGH DESERT HEALTH SYSTEM

<u>System Hardware</u>			
<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>TSM Server</u>			
x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB, Ultra320	867071X		1
3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor	02R1988		1
1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM	33L5039		2
IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0726		2
IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0728		4
IBM Total Storage FASiT FC2-133 Host Bus Adapter	24P0960		2
IBM ServeRAID-6i SCSI Controller	71P8595		1
NetXtreme 1000 T Dual Port Ethernet Adapter	31P6401		1
Remote Supervisor Adapter II	59P2984		1
xSeries 514W Hot Swap Redundant Power Supply	74P4965		1
Hardware Integration			1
<u>Tape</u>			
ULTRIUM TAPE LIBRARY	3582-L23 0000		1
RMU/SPECIALIST	3582-L23 1660		1
25m LC-LC Fibre cable	3582-L23 6025		2
RACK MOUNT KIT	3582-L23 7003		1
1 CLEANING CARTRIDGE	3582-L23 8002		2
LTO ULTRIUM 2 FIBRE DRIVE	3582-L23 8105		2
20-PACK ULTRIUM 2 DATA CART	3582-L23 8110		3
ATTACHED TO WINDOWS SYSTEM	3582-L23 9212		1
2.7M POWER CORD 125V US/CANADA	3582-L23 9800		1
RACK POWER CORD - SINGLE	3582-L23 9860		1
<u>Rack</u>			
7014-T42 : Rack 1:IBM RS/6000 Rack Model T42	7014-T42 0000		1
Rack Content Specify: 7038/6M2 - 8U	7014-T42 0195		2
Rack Content: 7316-TF2 / 1EIA	7014-T42 0216		1
Front door (Black) for 2.0M(High Perforation) racks.	7014-T42 6069		1
Power Cord: Device/Dwr to Rack PDU	7014-T42 6095		6
Side panel (black) for 1.8M or 2M racks	7014-T42 6098		2
Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector	7014-T42 7176		2
Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector	7014-T42 9176		1
Language Group: US English	7014-T42 9300		1
Power Cord Specify - US/Canada	7014-T42 9800		1
FLAT PANEL COLOR MONITOR	7316-TF2 0000		1
CPU TO VGA SW ATTACH. CBL 7FT	7316-TF2 4243		3
SPACE SAVER 2 KEYBOARD, US ENG	7316-TF2 6050		1
POWER CORD (4M) - ALL	7316-TF2 9911		1
Cisco Switch	3750-24TS		1
Cybex Autoview 200 KVM Switch 8 Ports	128104		1
IP Switch for KVM	SVIP1010-AM		1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

HIGH DESERT HEALTH SYSTEM

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>Report Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>TSM Operating Software</u>			
MS Windows 2000 Server, 5CAL	C11-00016		1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

HIGH DESERT HEALTH SYSTEM

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
IBM Tivoli Storage Manager Extended Edition (for 6 CPU's)	D51MFLL		1
IBM Tivoli Storage Manager Extended Edition Media (1)	BJ08BML		1
IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies)	BJ08DIE		3
pcAnywhere v11.0 Host & Remote	10055294		1
McAfee VirusScan Professional 7.0 (5 User)	VSE70E005FAA		1
System Software Install			1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

<u>System Hardware</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Server</u>			
SIS-LACO:P SERIES 615	7029-6C3 0000		1
IDE SLIMLINE DVD-ROM DRIVE	7029-6C3 2640		1
PWR GXT135P GRAPHICS ACCELER.	7029-6C3 2849		1
36.4GB 10,000RPM DISK DRIVE	7029-6C3 3273		2
SCSI CAB,RISER 2 LVD MED.DEV.	7029-6C3 4263		1
RACK INDICATOR, RACK #1	7029-6C3 4651		1
SOFTWARE PREINSTALL	7029-6C3 5005		1
IBM BASE-TX ETHERN.PCI-X ADPT	7029-6C3 5701		1
20/40GB 4MM INTERN.TAPE DRIVE	7029-6C3 6158		1
2GIGAB.FIBRE CHANN.PCI-X ADPT	7029-6C3 6239		2
PWR SUPP,680WATT AC,HOT-SWAP	7029-6C3 6266		2
UTRA3 SCSI 4-PACK	7029-6C3 6574		1
8192MB(4X2046MB)DIMMS,EXP.CONF	7029-6C3 8159		1
2WAY1.45GHZ PW4+P.CARD,EXP.CON	7029-6C3 8187		1
FC IN.FOR EXP.C PS(284C/284E)	7029-6C3 8190		1
LANGUAGE GROUP SPECIFY-US ENG.	7029-6C3 9300		1
PWR.CORD(4M) SPCF-ALL	7029-6C3 9911		1
SYSTEM INTEGRATION FEE			1
<u>Report Server</u>			
SIS-LACO:P SERIES 615	7029-6C3 0000		1
IDE SLIMLINE DVD-ROM DRIVE	7029-6C3 2640		1
PWR GXT135P GRAPHICS ACCELER.	7029-6C3 2849		1
36.4GB 10,000RPM DISK DRIVE	7029-6C3 3273		2
SCSI CAB,RISER 2 LVD MED.DEV.	7029-6C3 4263		1
RACK INDICATOR, RACK #1	7029-6C3 4651		1
SOFTWARE PREINSTALL	7029-6C3 5005		1
IBM BASE-TX ETHERN.PCI-X ADPT	7029-6C3 5701		1
20/40GB 4MM INTERN.TAPE DRIVE	7029-6C3 6158		1
2GIGAB.FIBRE CHANN.PCI-X ADPT	7029-6C3 6239		2
PWR SUPP,680WATT AC,HOT-SWAP	7029-6C3 6266		2
UTRA3 SCSI 4-PACK	7029-6C3 6574		1
8192MB(4X2046MB)DIMMS,EXP.CONF	7029-6C3 8159		1
2WAY1.45GHZ PW4+P.CARD,EXP.CON	7029-6C3 8187		1
FC IN.FOR EXP.C PS(284C/284E)	7029-6C3 8190		1
LANGUAGE GROUP SPECIFY-US ENG.	7029-6C3 9300		1
PWR.CORD(4M) SPCF-ALL	7029-6C3 9911		1
SYSTEM INTEGRATION FEE			1
<u>Disk</u>			
FASTT600 STORAGE SERVER	1722-60U 0000		1
SHORT WAVE SFP GBIC	1722-60U 2210		2
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		6
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		2
FASTT600 AIX HOST KIT	1722-60U 7711		1
FASTT600 4-STORAGE PART.ACTIV.	1722-60U 8804		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASTT Storage Manager	1722-60U 9641		1
Hardware Integration			1
<u>Disk</u>			
FASTT600 STORAGE SERVER	1722-60U 0000		1
SHORT WAVE SFP GBIC	1722-60U 2210		2
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		6
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		2
FASTT600 AIX HOST KIT	1722-60U 7711		1
FASTT600 4-STORAGE PART.ACTIV.	1722-60U 8804		1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

System Hardware

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASTT Storage Manager	1722-60U 9641		1
Hardware Integration			1

TSM Server

x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB, Ultr	867071X		1
3.06GHz/533MHz, 512KB Upgrade with Intel Xeon Proc	02R1988		1
1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM	33L5039		2
IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0726		2
IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDI	32P0728		4
IBM Total Storage FASTT FC2-133 Host Bus Adapter	24P0960		2
IBM ServeRAID-6i SCSI Controller	71P8595		1
NetXtreme 1000 T Dual Port Ethernet Adapter	31P6401		1
Remote Supervisor Adapter II	59P2984		1
xSeries 514W Hot Swap Redundant Power Supply	74P4965		1
Hardware Integration			1

Tape

ULTRIUM TAPE LIBRARY	3582-L23 0000		1
RMU/SPECIALIST	3582-L23 1660		1
25m LC-LC Fibre cable	3582-L23 6025		2
RACK MOUNT KIT	3582-L23 7003		1
1 CLEANING CARTRIDGE	3582-L23 8002		2
LTO ULTRIUM 2 FIBRE DRIVE	3582-L23 8105		2
20-PACK ULTRIUM 2 DATA CART	3582-L23 8110		3
ATTACHED TO WINDOWS SYSTEM	3582-L23 9212		1
2.7M POWER CORD 125V US/CANADA	3582-L23 9800		1
RACK POWER CORD - SINGLE	3582-L23 9860		1

Rack

7014-T42 : Rack 1:IBM RS/6000 Rack Model T42	7014-T42 0000		1
Rack Content Specify: 7038/6M2 - 8U	7014-T42 0195		2
Rack Content: 7316-TF2 / 1EIA	7014-T42 0216		1
Front door (Black) for 2.0M(High Perforation) racks.	7014-T42 6069		1
Power Cord: Device/Dwr to Rack PDU	7014-T42 6095		6
Side panel (black) for 1.8M or 2M racks	7014-T42 6098		2
Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector	7014-T42 7176		2
Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector	7014-T42 9176		1
Language Group: US English	7014-T42 9300		1
Power Cord Specify - US/Canada	7014-T42 9800		1
FLAT PANEL COLOR MONITOR	7316-TF2 0000		1
CPU TO VGA SW ATTACH. CBL 7FT	7316-TF2 4243		3
SPACE SAVER 2 KEYBOARD, US ENG	7316-TF2 6050		1
POWER CORD (4M) - ALL	7316-TF2 9911		1
Cisco Switch	3750-24TS		1
Cybox Autoview 200 KVM Switch 8 Ports	128104		1
IP Switch for KVM	SVIP1010-AM		1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765- E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>Report Operating Software</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
PERFORMANCE AIDE V3.1	5692-A5L 0971		
CMM	5692-A5L 0975		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
PRELOAD (AUS FEATURE 5005)	5692-A5L 5005		1
ENGLISH	5692-A5L 5924		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		2
PREINSTALL	5765-E62 5005		1
PERFORMANCE AIDE V3	5765-E68 0000		1
PER PROC. SW REG	5765-E68 0005		2
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>TSM Operating Software</u>			
MS Windows 2000 Server, 5CAL	C11-00016		1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

<u>System Software</u> <u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
IBM Tivoli Storage Manager Extended Edition (for 6 CPU's)	D51MFL		1
IBM Tivoli Storage Manager Extended Edition Media (1)	BJ08BML		1
IBM Tivoli Storage Manager Extended Edition Documentation (3			3
Copies)	BJ08DIE		
pcAnywhere v11.0 Host & Remote	10055294		1
McAfee VirusScan Professional 7.0 (5 User)	VSE70E005FAA		1
System Software Install			1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Hardware

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Server</u>			
pSeries 650 Model 6M2 CEC	7038-6M2 0000		1
Authorized Assembler Billing Adjustment Indicator	7038-6M2 0005		1
Light Mfg Order Indicator - Do Not Build	7038-6M2 0009		1
4.7 GB SCSI-2 Auto-docking DVD-RAM Drive	7038-6M2 2629		1
POWER GXT135P Graphics Accelerator	7038-6M2 2848		1
128-Port Async Adapter (PCI)	7038-6M2 2944		1
146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly	7038-6M2 3275		2
Backplane For Auto-Docking Media Drives	7038-6M2 4251		1
Internal Cable, Integrated Controller To SCSI Backplane	7038-6M2 4255		1
Internal Cable, Media Backplane To Ultra SCSI Backplane(4-pac	7038-6M2 4261		1
4096MB (4x1024MB) SDRAM DIMM Memory	7038-6M2 4453		2
Rack Indicator, Rack #1	7038-6M2 4651		1
Processor Card Backplane For 4-Way Configuration	7038-6M2 5120		1
IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter	7038-6M2 5701		2
20/40 GB 4mm Internal Auto-docking Tape Drive	7038-6M2 6185		1
2 Gigabit Fibre Channel PCI-X Adapter	7038-6M2 6239		2
AC Power Supply, 1100 W	7038-6M2 6287		2
RIO-2 Remote I/O Loop Adapter, Primary	7038-6M2 6415		1
Ultra3 SCSI Backplane for Hot-swap Disks(4-pack)	7038-6M2 6578		1
AAP Software Preinstall (RS)	7038-6M2 7305		1
2-Way 1.45 GHz POWER4+ Processor Card, Express Config	7038-6M2 8051		2
4096MB (4x1024MB) SDRAM DIMM Memory,Express Config	7038-6M2 8052		2
Entitlement Feature For Express Configuration -- pSeries 650	7038-6M2 8057		1
Async Cont Cable/128-Port, 4.5Meter	7038-6M2 8131		1
Enhanced Remote Async Node 16-P EIA-232	7038-6M2 8137		1
Power Specify for AC	7038-6M2 9172		1
Language Group: US English	7038-6M2 9300		1
CUoD Smart Card Indicator,ISU Only	7038-6M2 9580		1
RIO-2 Enablement Indicator	7038-6M2 9581		1
Power Cord Specify - US/Canada	7038-6M2 9800		1
POWER CORD SPECIFY 4M - ALL	7038-6M2 9911		1
SIS Integration			1

Report Server

pSeries 650 Model 6M2 CEC	7038-6M2 0000		1
Authorized Assembler Billing Adjustment Indicator	7038-6M2 0005		1
Light Mfg Order Indicator - Do Not Build	7038-6M2 0009		1
4.7 GB SCSI-2 Auto-docking DVD-RAM Drive	7038-6M2 2629		1
POWER GXT135P Graphics Accelerator	7038-6M2 2848		1
128-Port Async Adapter (PCI)	7038-6M2 2944		1
146.8 GB 10,000 RPM Ultra320 SCSI Disk Drive Assembly	7038-6M2 3275		2
Backplane For Auto-Docking Media Drives	7038-6M2 4251		1
Internal Cable, Integrated Controller To SCSI Backplane	7038-6M2 4255		1
Internal Cable, Media Backplane To Ultra SCSI Backplane(4-pac	7038-6M2 4261		1
4096MB (4x1024MB) SDRAM DIMM Memory	7038-6M2 4453		2
Rack Indicator, Rack #1	7038-6M2 4651		1
Processor Card Backplane For 4-Way Configuration	7038-6M2 5120		1
IBM 10/10/1000 Base-TX Ethernet PCI-X Adapter	7038-6M2 5701		2
20/40 GB 4mm Internal Auto-docking Tape Drive	7038-6M2 6185		1
2 Gigabit Fibre Channel PCI-X Adapter	7038-6M2 6239		2
AC Power Supply, 1100 W	7038-6M2 6287		2
RIO-2 Remote I/O Loop Adapter, Primary	7038-6M2 6415		1
Ultra3 SCSI Backplane for Hot-swap Disks(4-pack)	7038-6M2 6578		1
AAP Software Preinstall (RS)	7038-6M2 7305		1
2-Way 1.45 GHz POWER4+ Processor Card, Express Config	7038-6M2 8051		2
4096MB (4x1024MB) SDRAM DIMM Memory,Express Config	7038-6M2 8052		2
Entitlement Feature For Express Configuration -- pSeries 650	7038-6M2 8057		1
Async Cont Cable/128-Port, 4.5Meter	7038-6M2 8131		1
Enhanced Remote Async Node 16-P EIA-232	7038-6M2 8137		1
Power Specify for AC	7038-6M2 9172		1

**ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE**

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Hardware

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
Language Group: US English	7038-6M2 9300		1
CUoD Smart Card Indicator,ISU Only	7038-6M2 9580		1
RIO-2 Enablement Indicator	7038-6M2 9581		1
Power Cord Specify - US/Canada	7038-6M2 9800		1
POWER CORD SPECIFY 4M - ALL	7038-6M2 9911		1
SIS Integration			1

Disk

FASTT600 STORAGE SERVER	1722-60U 0000		1
(24P8215) FASTT600 Turbo Feature	1722-60U 2000		1
SHORT WAVE SFP GBIC	1722-60U 2210		6
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		8
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		4
(24P8219) FASTT600 Flash/VolumeCopy Activation	1722-60U 7354		1
FASTT600 AIX HOST KIT	1722-60U 7711		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASTT Storage Manager	1722-60U 9641		1
Hardware Integration			1
CISCO STRG SWITCH MDS 9120	2061-020 0000		1
FC PORT SW SFP TRANSCEIVER	2061-020 5230		20
5 M LC/LC FIBER CABLE	2061-020 5605		8
25 M LC/LC FIBER CABLE	2061-020 5625		12
AC POWER CORD, NORTH AMERICA	2061-020 9241		2

Disk

FASTT600 STORAGE SERVER	1722-60U 0000		1
(24P8215) FASTT600 Turbo Feature	1722-60U 2000		1
SHORT WAVE SFP GBIC	1722-60U 2210		6
2GB FC,73.4GB/15K DRIVE MOD.	1722-60U 5213		8
5M LC-LC FIBRE OPTIC CABLE	1722-60U 5605		4
(24P8219) FASTT600 Flash/VolumeCopy Activation	1722-60U 7354		1
FASTT600 AIX HOST KIT	1722-60U 7711		1
SAN JOSE ROUTING FEATURE	1722-60U 9202		1
Factory Install FASTT Storage Manager	1722-60U 9641		1
Hardware Integration			1
CISCO STRG SWITCH MDS 9120	2061-020 0000		1
FC PORT SW SFP TRANSCEIVER	2061-020 5230		20
5 M LC/LC FIBER CABLE	2061-020 5605		8
25 M LC/LC FIBER CABLE	2061-020 5625		12
AC POWER CORD, NORTH AMERICA	2061-020 9241		2

TSM Server

x345, Intel Xeon 3.06GHz/533MHz, 512KB, 512MB Ultra320	867071X		1
3.06GHz/533Mhz, 512KB Upgrade with Intel Xeon Processor	02R1988		1
1GB PC2100 CL2.5 ECC DDR SDRAM RDIMM	33L5039		2
IBM 36.4GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0726		2
IBM 146.8GB 10K-rpm Ultra320 SCSI Hot-Swap SL HDD	32P0728		4
IBM Total Storage FASiT FC2-133 Host Bus Adapter	24P0960		2
IBM ServeRAID-6i SCSI Controller	71P8595		1
NetXtreme 1000 T Dual Port Ethernet Adapter	31P6401		1
Remote Supervisor Adapter II	59P2984		1
xSeries 514W Hot Swap Redundant Power Supply	74P4965		1
Hardware Integration			1

Tape

ULTRIUM TAPE LIBRARY	3582-L23 0000		1
RMU/SPECIALIST	3582-L23 1660		1
25m LC-LC Fibre cable	3582-L23 6025		2

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Hardware

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
RACK MOUNT KIT	3582-L23 7003		1
1 CLEANING CARTRIDGE	3582-L23 8002		2
LTO ULTRIUM 2 FIBRE DRIVE	3582-L23 8105		2
20-PACK ULTRIUM 2 DATA CART	3582-L23 8110		3
ATTACHED TO WINDOWS SYSTEM	3582-L23 9212		1
2.7M POWER CORD 125V US/CANADA	3582-L23 9800		1
RACK POWER CORD - SINGLE	3582-L23 9860		1
 <u>Rack</u>			
7014-T42 : Rack 1:IBM RS/6000 Rack Model T42	7014-T42 0000		1
Rack Content Specify: 7038/6M2 - 8U	7014-T42 0195		2
Rack Content: 7316-TF2 / 1EIA	7014-T42 0216		1
Front door (Black) for 2.0M(High Perforation) racks.	7014-T42 6069		1
Power Cord: Device/Dwr to Rack PDU	7014-T42 6095		6
Side panel (black) for 1.8M or 2M racks	7014-T42 6098		2
Power Distribution Unit - Side Mount, Single Phase, L6-30 Connector	7014-T42 7176		2
Power Distribution Unit Specify - Side Mount, Single Phase, L6-30 Connector	7014-T42 9176		1
Language Group: US English	7014-T42 9300		1
Power Cord Specify - US/Canada	7014-T42 9800		1
 FLAT PANEL COLOR MONITOR			
CPU TO VGA SW ATTACH. CBL 7FT	7316-TF2 0000		1
SPACE SAVER 2 KEYBOARD, US ENG	7316-TF2 4243		3
POWER CORD (4M) - ALL	7316-TF2 6050		1
	7316-TF2 9911		1
 Cisco Switch			
	3750-24TS		1
Cybex Autoview 200 KVM Switch 8 Ports	128104		1
IP Switch for KVM	SVIP1010-AM		1

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Software

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
<u>Affinity Operating System</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
MEDIA	5692-A5L 0971		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
LOCAL IBM OFFICE EXPEDITE	5692-A5L 3445		1
ENGLISH	5692-A5L 5924		1
PREINSTALL	5692-A5L 7305		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		8
SW Custom QuickShip Indicator	5765-E62 3445		1
PREINSTALL	5765-E62 7305		1
Performance AIDE	5765-E68 0000		1
Performance AIDE V3.1 Per Proc	5765-E68 0005		4
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>Report Operating System</u>			
AIX 5.1 SPO	5692-A5L 0000		1
AIX 5L V5.2 BASE	5692-A5L 0947		1
AIX 5L V5.2 EXPANSION PACK	5692-A5L 0949		1
AIX 5L V5.2 UPDATE CD	5692-A5L 0965		1
MEDIA	5692-A5L 0971		
MEDIA PROCESS CHARGE CD ROM	5692-A5L 1004		1
ENGLISH	5692-A5L 2924		1
MEDIA CD-ROM	5692-A5L 3410		1
LOCAL IBM OFFICE EXPEDITE	5692-A5L 3445		1
ENGLISH	5692-A5L 5924		1
PREINSTALL	5692-A5L 7305		1
ASSET REGISTRATION	5692-A5L 9001		1
AIX 5L FOR POWER V5.2	5765-E62 0000		1
AIX 5L FOR POWER V5.2	5765-E62 0001		8
SW Custom QuickShip Indicator	5765-E62 3445		1
PREINSTALL	5765-E62 7305		1
Performance AIDE	5765-E68 0000		1
Performance AIDE V3.1 Per Proc	5765-E68 0005		4
C FOR AIX V6.0	5765-F57 0000		1
PER USER	5765-F57 0001		1
LOCAL IBM OFFICE EXPEDITE	5765-F57 3445		1
CD-ROM MEDIA	5765-F57 5809		1
System Software Install/Migration			1
<u>TSM Operating System</u>			

ATTACHMENT A TO EXHIBIT 6 OF EXHIBIT ID
SCHEDULE OF SYSTEM HARDWARE AND
OPERATING SOFTWARE

MARTIN LUTHER KING, JR./DREW MEDICAL CENTER

System Software

<u>Description</u>	<u>Part No</u>	<u>Notes</u>	<u>Total Quantity</u>
MS Windows 2000 Server, 5CAL	C11-00016		1
IBM Tivoli Storage Manager Extended Edition (for 10 CPU's)	D51MFL		1
IBM Tivoli Storage Manager Extended Edition Media (1)	BJ08BML		1
IBM Tivoli Storage Manager Extended Edition Documentation (3 Copies)	BJ08DIE		3
pcAnywhere v11.0 Host & Remote	10055294		1
McAfee VirusScan Professional 7.0 (5 User)	VSE70E005FAA		1
System Software Install			1

AMENDMENT NUMBER FIVE TO
COUNTY AGREEMENT NUMBER 56649

ATTACHMENT 10

Exhibit J (System Software License) -
(Replacement by revised Exhibit J
Amendment Number Five of Agreement)

EXHIBIT J

SYSTEM SOFTWARE LICENSE

1. DEFINITIONS:

All capitalized terms not defined herein shall have the meanings set forth in the body of this Agreement.

2. LICENSE:

- (a) CONTRACTOR hereby grants to COUNTY: (1) a nonexclusive license to use and modify (subject to Subparagraph (c)) the Baseline Software portion of each Application Software module and the Operating Software owned by CONTRACTOR as listed in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work); (2) a nonexclusive license to use the Operating Software not owned by CONTRACTOR as listed in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work); (3) a nonexclusive license to use and modify (subject to Subparagraph (c)) the Interfaces as listed in Section III (Interfaces/Conversions) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work); and (4) an exclusive license (including, but not limited to, the right to grant nonexclusive licenses pursuant to Paragraph 6 (Assignment)) to use and modify (subject to Subparagraph (c)) the Existing COUNTY Modifications and CP Modifications (collectively, the "License") as follows:
- (i) The System Software and Interfaces as listed in Section III (Interfaces/Conversions) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) may only be used on System Hardware, accessed from COUNTY Facilities, and COUNTY-approved satellite clinics, except that InterSystems Enterprise Cache Operating Software may also be used on System Hardware (as defined under COUNTY Agreement Number 72190 (HUMC, OVUMC, and LAC+USCMC)) accessed from HUMC, OVUMC, and LAC+USCMC, and COUNTY-approved satellite clinics. If any such System Hardware malfunctions, COUNTY may operate the System Software and Interfaces on substitute hardware until the malfunction is corrected. The System Software and Interfaces may be operated on similarly configured hardware acquired to replace such System Hardware so long as COUNTY notifies CONTRACTOR in writing within ninety (90) days after the System Software has been operated on such other hardware; and
 - (ii) The items of Operating Software listed in Section II (System Software), Subparagraph B.3 (Operating Software Acquired Under An Unlimited User License) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) may be used by an unlimited number of users on System Hardware under this Agreement and County Agreement Number 72190 (HUMC, OVUMC, and LAC+USCMC) and any successor agreements, and/or any other hardware, accessible from COUNTY Facilities, HUMC, OVUMC, LAC+USCMC and COUNTY-approved remote telecommuting locations. Notwithstanding the foregoing, COUNTY acknowledges that System Hardware and

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Operating Software configuration may impose a practical limitations on the number of concurrent users.

- (iii) The Application Software and Interfaces may be used in accordance with the terms of this Agreement on hardware similarly configured to the System Hardware (as defined under this Agreement or under COUNTY Agreement Number 72190 (HUMC, OVUMC, and LAC+USCMC)) by any assignees of this License which are not competitors of CONTRACTOR and which agree in writing to assume COUNTY's rights and obligations hereunder.
- (iv) The licenses listed in clauses (1), (2) (not including InterSystems Enterprise Cache Operating Software which is covered under (v) below), (3) and (4) above are for an unlimited number of concurrent users on System Hardware or substitute or similarly configured hardware as authorized by (i) above, accessed from any COUNTY Facility and COUNTY-approved satellite clinics of these facilities, except to the extent that the number of concurrent users is expressly limited in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). Notwithstanding the foregoing, COUNTY acknowledges that System Hardware and System Software configuration may impose practical limitations on the number of concurrent users.
- (v) The licenses in clause (2) above for InterSystems Enterprise Cache Operating Software are for the aggregate number of concurrent users for all COUNTY Facilities, HUMC, OVUMC, and LAC+USCMC and COUNTY-approved satellite clinics of these facilities, as set forth on Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), on System Hardware (as defined under this Agreement or under COUNTY Agreement Number 72190 (HUMC, OVUMC, and LAC+USCMC)) or substitute or similarly configured hardware as authorized by (i) above, accessed from any COUNTY Facility, HUMC, OVUMC, and LAC+USCMC and COUNTY-approved satellite clinics of these facilities. Notwithstanding the foregoing, COUNTY acknowledges that System Hardware and System Software configuration may impose practical limitations on the number of concurrent users. It is the intent of the parties that (1) the InterSystems Enterprise Cache Operating Software licenses, as described in this Exhibit J and Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), may be used by, and transferred among, any users, subject to the aggregate number of concurrent users as set forth in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), at any COUNTY Facility, HUMC, OVUMC, and LAC+USCMC and COUNTY-approved satellite clinics of these facilities and (2) the InterSystems Enterprise Cache Operating Software may be used on any System Hardware (as defined under this Agreement or under COUNTY Agreement Number 72190 (HUMC, OVUMC, and LAC+USCMC)) accessed from HUMC, OVUMC, and LAC+USCMC and COUNTY-approved satellite clinics.

A reasonable number of copies of the System Software and documentation may be prepared: (1) by COUNTY and permitted assignees pursuant to Paragraph 6 (Assignment) for archive and backup purposes; and (2) by COUNTY for purposes of licensing to permitted assignees pursuant to Paragraph 6 (Assignment), so long as all copies of the System Software and documentation contain the proprietary notices appearing on the copies initially furnished to COUNTY by CONTRACTOR.

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Notwithstanding any of the above provisions of this Paragraph 2, except for COUNTY-approved satellite clinics, COUNTY and other users may not use any System Software or Interfaces at or accessed from any COUNTY Facility, HUMC, OVUMC, and LAC+USCMC, that has not obtained a license to use such software as indicated in Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), or in the similar provisions of COUNTY Agreement Number 72190 (HUMC, OVUMC, and LAC+USCMC).

- (b) For each COUNTY Facility, pursuant to Paragraph 43 (Option to Procure Optional Hardware, Optional Software, Optional Professional Services) of the body of this Agreement, COUNTY may, from time to time as it desires, elect to purchase from CONTRACTOR a perpetual nonexclusive license to use and modify (subject to Subparagraph (c)) Optional Software owned by CONTRACTOR and listed in Section II (Optional Software) of Exhibit K (Optional Hardware/Optional Software/Optional Professional Services).

In the event of such election, COUNTY shall pay CONTRACTOR a one-time license fee for each perpetual nonexclusive license, which fee shall be the fee listed (the "License Fee") for the particular software as shown on Exhibit K and upon full payment of such fee, the perpetual nonexclusive license shall be automatically granted by CONTRACTOR to COUNTY for the particular software and shall be perpetual in duration.

- (c) In the event COUNTY modifies the System Software or Interfaces, without CONTRACTOR's prior written consent for each particular modified component of System Software or Interfaces, then CONTRACTOR's obligations pursuant to Paragraph 10 (Warranty) of the body of this Agreement shall become null and void as to the particular modified component of System Software or Interfaces, as determined by CONTRACTOR and COUNTY, and CONTRACTOR shall have no further obligation to provide System Software Support Services pursuant to Exhibit D (Schedule of Maintenance) of this Agreement as to such System Software component.
- (d) CONTRACTOR shall retain all rights to the System Software and Interfaces not specifically granted pursuant to this Agreement.
- (e) CONTRACTOR warrants that CONTRACTOR is duly authorized to grant to COUNTY all rights, including, but not limited to, license rights, granted by this Agreement with respect to all software described in this Agreement.
- (f) For Operating Software requested by COUNTY after the effective date of Amendment Number Five, COUNTY acknowledges that it may have to execute certain third party license agreements in respect to certain license rights granted by CONTRACTOR to COUNTY for such Operating Software. These third party license agreements shall be at no additional cost to COUNTY beyond the pricing agreed upon for such Operating Software pursuant to Attachment B (Schedule of System Hardware, System Software, Communication Network) to Exhibit A (Statement of Work) and may include additional terms and conditions imposed by the third party licensor of such Operating Software. COUNTY shall have an opportunity to review all third party license agreements for Operating Software prior to accepting such Operating Software, and COUNTY may reject such Operating Software at its discretion. Approval of Operating Software shall be deemed approval of any accompanying third party license.
- (g) For Third Party Software requested by COUNTY after the effective date of Amendment

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Number Five, COUNTY acknowledges that it may have to execute certain third party license agreements with respect to certain license rights granted by CONTRACTOR to COUNTY for such Third Party Software. These third party license agreements shall be at no additional cost to COUNTY beyond the pricing agreed upon for such Third Party Software pursuant to Attachment B (Schedule of System Hardware, System Software, Communication Network) to Exhibit A (Statement of Work) and may include additional terms and conditions imposed by the third party licensor of such Third Party Software. COUNTY shall have an opportunity to review all third party license agreements for Third Party Software prior to accepting such Third Party Software, and COUNTY may reject such Third Party Software at its discretion. Approval of Third Party Software shall be deemed approval of any accompanying third party license.

- (h) For all Baseline Application Software, CONTRACTOR shall provide to COUNTY all associated documentation, including, but not limited to, system and user manuals, in a hard copy format and, when available, on a read-only CD-ROM.

For all Operating Software and Communications Network software, CONTRACTOR shall provide to COUNTY all associated documentation, including, but not limited to, system and user manuals on CD-ROM, if available, or else in a hard copy format.

- (i) [Intentionally Omitted]
- (j) [Intentionally Omitted]

3. TERM OF LICENSE:

The term of each License component described herein shall be as follows:

- (a) For each COUNTY Facility, the term of COUNTY's nonexclusive license to use the Operating Software not owned by CONTRACTOR as shown in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) shall commence upon the date of COUNTY's written approval of CONTRACTOR's installation of each such Operating Software component shown in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) and shall continue for at least twenty (20) years.

At the expiration of such time, all such licenses shall terminate unless otherwise renewed.

- (b) For each COUNTY Facility, the term of COUNTY's nonexclusive license to use and modify the Baseline Software portion of each Application Software module and the Operating Software owned by CONTRACTOR as listed in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) shall commence upon the Effective Date and shall be perpetual in duration.
- (c) For each COUNTY Facility, the term of COUNTY's nonexclusive license to use and modify the Optional Software owned by CONTRACTOR and listed in Section II (Optional Software) of Exhibit K (Optional Hardware/Optional Software/Optional Professional Services) shall commence upon the date of acquisition by COUNTY and shall be perpetual in duration.
- (d) For each COUNTY Facility, the term of COUNTY's exclusive license to use and modify the Existing COUNTY Modifications and CP Modifications shall commence upon the Effective

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Date and shall be perpetual in duration.

- (e) For each COUNTY Facility, the term of COUNTY's nonexclusive license to use and modify the Interfaces listed in Section III (Interfaces/Conversions) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work) shall commence upon the Effective Date and shall be perpetual in duration.

4. PROTECTION OF PROPRIETARY RIGHTS:

- (a) COUNTY acknowledges that the System Software and Interfaces constitutes valuable confidential and proprietary property and that by receiving access to the System Software and Interfaces, COUNTY is entering into a relationship of trust and confidence with CONTRACTOR pursuant to which COUNTY promises to take all reasonable steps to preserve the confidential and proprietary nature of the System Software and Interfaces, including, but not limited to, reproduction of CONTRACTOR's proprietary notices and as otherwise provided in this Agreement. The foregoing does not require either party to protect any information: (1) currently in the public domain or previously in the rightful possession of such party, (2) subsequently entering the public domain for any reason other than a party's failure to meet its obligations under this Agreement, (3) rightfully acquired by a party without obligation of confidentiality, or (4) independently developed by a party without use of the other party's confidential information.
- (b) COUNTY will use, copy, and disclose the System Software and Interfaces only as permitted under this Agreement, and will protect the System Software and Interfaces in a manner consistent with the terms of the Agreement. Except as provided in Paragraph 32 (Termination for Default) of the body of this Agreement, COUNTY will not decompile, disassemble or reverse engineer the System Software or Interfaces for the purposes of revealing the proprietary information contained in the System Software or Interfaces or otherwise use the System Software or Interfaces to develop functionally similar computer software or to otherwise compete with CONTRACTOR.
- (c) COUNTY will notify CONTRACTOR promptly of any violation of CONTRACTOR's proprietary rights in the System Software or Interfaces of which COUNTY becomes aware and may, in its sole discretion, assist CONTRACTOR, at CONTRACTOR's sole expense, as reasonably necessary to remedy the violation.
- (d) CONTRACTOR recognizes that COUNTY's use of System Software and Interfaces may occur at remote satellite clinics of COUNTY Facilities, whether such remote satellite clinics are operated by COUNTY or by COUNTY's contractors. COUNTY's obligations to CONTRACTOR under this Exhibit J shall apply fully to any such use at such remote satellite clinics.

5. EXPIRATION:

- (a) Upon expiration of each License component, COUNTY will cease using and return to CONTRACTOR all applicable System Software and Interfaces and make all reasonable efforts to return all related documentation then in its possession or control.
- (b) For a period of three (3) years following expiration of each License component, COUNTY will continue to be obligated to protect CONTRACTOR's proprietary and confidential information contained in the applicable System Software and Interfaces, to which COUNTY was exposed during the term of the License, in the same manner as COUNTY protects its own software,

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which shall be at least commercially reasonable efforts.

- (c) Paragraph 32 (Termination for Default) of the body of this Agreement provides COUNTY certain rights to continue using the System Software and Interfaces upon CONTRACTOR's default or insolvency as described under Paragraph 31 (Termination for Insolvency) of the body of this Agreement.

6. ASSIGNMENT:

This License, with respect to System Software and Interfaces, may be assigned by COUNTY, without the further consent of CONTRACTOR, to a party which is not a competitor of CONTRACTOR and which agrees in writing to assume COUNTY's rights and obligations hereunder.

7. BANKRUPTCY OF CONTRACTOR:

CONTRACTOR agrees that if CONTRACTOR as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, COUNTY may elect to retain its rights under this Exhibit J, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of COUNTY to CONTRACTOR or the trustee in bankruptcy, as applicable, CONTRACTOR or such trustee shall allow COUNTY to exercise all of its rights and benefits under this Exhibit J and such Section 365(n) (including, but not limited to, the right to continued use of all object code versions of the System Software and Interfaces and all source code versions of: (i) the Application Software as listed in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), (ii) the Operating Software owned by CONTRACTOR as listed in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work), and (iii) the Interfaces listed in Section III (Interfaces/Conversions) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work)), and shall not interfere with the rights and benefits of COUNTY as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

8. SUCCESSOR SOFTWARE:

If CONTRACTOR markets a successor software product which replaces the Baseline Application Software and if CONTRACTOR ceases to provide System Software Support (as defined in Exhibit D (Schedule of Maintenance)) for the Baseline Application Software within three (3) years of the Effective Date, then COUNTY shall be entitled to such successor product at no additional license fees, and COUNTY's license to such successor product shall be the same as COUNTY's license for the Baseline Software portion of each Application Software module listed in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software, Services and Communications Network) to Exhibit A (Statement of Work). If such successor product replaces the Baseline Application Software and if CONTRACTOR ceases to provide System Software Support (as defined in Exhibit D (Schedule of Maintenance)) for the Baseline Application Software during a period of three (3) to six (6) years after the Effective Date, then COUNTY shall be entitled to such successor product at a discount of fifty percent (50%) of the then current license fees for such successor product, and COUNTY's license to such successor product shall be the same as COUNTY's license for the Baseline Software portion of each Application Software module listed in Section II (System Software) of Attachment B (Schedule of System Hardware, System Software,

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Services and Communications Network) to Exhibit A (Statement of Work). Similarly, COUNTY shall be entitled to System Software Support for such successor software product as provided in Exhibit D (Schedule of Maintenance).

In the event that COUNTY elects to install CONTRACTOR's successor product within three (3) years of the Effective Date and COUNTY wishes to obtain additional functionality equivalent to that of certain CP Modifications where CONTRACTOR and COUNTY agree that such functionality is not present in the successor product and is essential to COUNTY's continued operations, then CONTRACTOR shall promptly provide such functionality to COUNTY at no additional cost to COUNTY.

If COUNTY is entitled to a license to a successor software product in accordance with the foregoing provisions, then CONTRACTOR shall make available to COUNTY other related software applications of CONTRACTOR that are required by COUNTY to use such successor software product. In that event, COUNTY shall not be required to pay a license fee for such related software and COUNTY shall not receive a perpetual license to such related software, but CONTRACTOR shall grant COUNTY a limited right and license to use such related software only to the extent necessary to use the successor software product with the System. Further, CONTRACTOR shall provide COUNTY with System Software Support for such related software as if it were part of such successor software product. The foregoing shall only apply when such related software is integral to the functionality of the successor software product and shall not apply if any successor software product is capable of being utilized for all intended purposes by COUNTY without such additional related software. CONTRACTOR shall have no obligation to modify such related software. COUNTY agrees to purchase any Operating Software not owned by CONTRACTOR required to use any successor software product with the System.

AMENDMENT NUMBER FIVE TO
COUNTY AGREEMENT NUMBER 56649

ATTACHMENT 11

Exhibit Q (Certain County Provisions) -
(Additional Pages Q-1 through Q-11
Amendment Number Five of Agreement)

Exhibit Q
Certain County Provisions

1. PRIME CONTRACT:

Notwithstanding any other provision of the written subcontract agreement (hereafter "Subcontract") between _____, a _____ [INSERT AS APPROPRIATE - corporation, partnership, other status], (hereafter "SUBCONTRACTOR") and The Compucare Company (hereafter sometimes "CC"), a Delaware corporation, and QuadraMed Corporation (hereafter sometimes "QMDC"), a Delaware corporation (hereafter CC and QMDC collectively referred to as "CONTRACTOR"), CONTRACTOR has entered into Los Angeles County Agreement Number 72190, dated June 29, 1999, and captioned "Agreement By and Among the County of Los Angeles and QuadraMed Corporation and The Compucare Company for Upgrade to Turnkey Healthcare Information Systems (HIS) for Harbor-UCLA Medical Center, Olive View-UCLA Medical Center and Los Angeles County + University of Southern California Medical Center," including all amendments thereto, (hereafter collectively "Prime Contract") with the County of Los Angeles, State of California (hereafter "COUNTY") for the purpose of providing COUNTY with, and maintaining, a Turnkey Healthcare Information System. The Subcontract is a subcontract under the terms of a Prime Contract, and all representations and warranties in the Subcontract shall inure to the benefit of the County of Los Angeles.

2. COMPENSATION:

All compensation to SUBCONTRACTOR under the Subcontract shall be paid by CONTRACTOR. CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to SUBCONTRACTOR and its officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for SUBCONTRACTOR or its officers, employees, and agents. Without limitation of the foregoing, SUBCONTRACTOR disclaims any right to seek any payment from COUNTY for any and all compensation or recovery of any of its costs, or to assert any lien against COUNTY, its assets or rights in the System or any element thereof, on account thereof.

3. FAIR LABOR STANDARDS:

SUBCONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless CONTRACTOR and COUNTY, their officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by SUBCONTRACTOR's employees for which CONTRACTOR or COUNTY may be found jointly or solely liable.

4. RESTRICTIONS ON LOBBYING:

4.1 Federal Funds Projects:

If Federal funds are used to pay for a portion of SUBCONTRACTOR's work under the Subcontract, SUBCONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under the Subcontract also fully complies with all such certification and disclosure requirements.

4.2 All Projects:

SUBCONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by SUBCONTRACTOR, shall fully comply with COUNTY's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of SUBCONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by SUBCONTRACTOR to fully comply with COUNTY's Lobbyist Ordinance shall constitute a material breach of the Subcontract.

5. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

5.1 SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

5.2 SUBCONTRACTOR shall comply with the provisions of SUBCONTRACTOR'S EEO Certification which shall be on a form provided by COUNTY's Project Director, 500 West Temple Street, Room 437, California 90012. SUBCONTRACTOR shall execute and deliver the original of SUBCONTRACTOR'S EEO Certification to COUNTY's Project Director prior to commencing any work under the Subcontract.

5.3 SUBCONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.4 SUBCONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

5.5 SUBCONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies, will comply with all applicable Federal and State laws and regulations, including, but not limited to:

- i. Title VII, Civil Rights Act of 1964;
- ii. Section 504, Rehabilitation Act of 1973;
- iii. Age Discrimination Act of 1975;
- iv. Title IX, Education Amendments of 1973, as applicable; and
- v. Title 43, Part 17, Code of Federal Regulations, Subparts A & B;

and that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, the Subcontract or under any project, program, or activity supported by the Subcontract.

5.6 SUBCONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 5 when so requested by COUNTY.

5.7 If COUNTY finds that any of the provisions of this Paragraph 5 have been violated, such violation

shall constitute a material breach of the Subcontract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Paragraph 5 have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that SUBCONTRACTOR has violated the anti-discrimination provisions of this Paragraph 5.

- 5.8 SUBCONTRACTOR agrees that in the event SUBCONTRACTOR violates the anti-discrimination provisions of this Paragraph 5, COUNTY shall, at its option, be entitled to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending the Subcontract.

6. IMPROPER CONSIDERATION:

SUBCONTRACTOR shall not offer to offer or give consideration, in any form, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Subcontract or securing favorable treatment with respect to the award, amendment or extension of the Subcontract or the making of any determination with respect to SUBCONTRACTOR's performance pursuant to the Subcontract.

SUBCONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7. CONFIDENTIALITY:

SUBCONTRACTOR shall maintain the confidentiality of all records and information, including, but not limited to, billings, COUNTY records, and patient records and information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. SUBCONTRACTOR shall inform all of its officers, employees and agents providing services under the Subcontract of the confidentiality provisions of the Subcontract and this Paragraph 7. With respect to any identifiable records or information concerning any patient that is obtained by SUBCONTRACTOR or any other records or information, SUBCONTRACTOR shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Subcontract and this Paragraph 7; (2) promptly transmit to COUNTY all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the Subcontract and this Paragraph 7, any such records or information to any person or organization other than COUNTY without COUNTY's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the Subcontract and this Paragraph 7, return all such records and information to COUNTY or maintain such records and information according to the written procedures sent to SUBCONTRACTOR by COUNTY for this purpose.

8. SUBCONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM:

SUBCONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health program funded by the Federal government, directly or indirectly, in whole or in part, and that SUBCONTRACTOR shall notify CONTRACTOR and COUNTY's Project Director within thirty (30) days in writing of: (1) any event that would require

SUBCONTRACTOR or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against SUBCONTRACTOR or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such is in whole or in part.

SUBCONTRACTOR shall indemnify and hold CONTRACTOR and COUNTY harmless against any and all loss or damage CONTRACTOR or COUNTY may suffer arising from any Federal exclusion of SUBCONTRACTOR or its staff members from such participation in a Federally funded health program.

9. SUBCONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

Under the Subcontract, SUBCONTRACTOR (also, a "Business Associate") provides services to COUNTY (also, a "Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations");

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

9.1 Definitions:

9.1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

9.1.2 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

9.1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

9.1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required By Law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or

summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 9.1.5 "Services" mean the services and other work provided under the Subcontract.
- 9.1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within Business Associate's internal operations.
- 9.1.7 Terms used, but not otherwise defined, in this Paragraph 9 shall have the same meaning as those terms in the Privacy Regulations.
- 9.2 Obligations of Business Associate:
- 9.2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Subparagraphs 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7, 9.2.8, 9.4.3 and 9.5.2 of this Paragraph 9;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

- 9.2.2 Adequate Safeguards for Protected Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph 9. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulations' minimum necessary standard.
- 9.2.3 Reporting Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by the Subcontract. The initial report shall be made by telephone call to Sharon Ryzak, Privacy Officer, telephone number (213) 240-8339 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration

500 West Temple St.
Suite 493
Los Angeles, CA 90012

- 9.2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 9.
- 9.2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 9.2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 9.2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 9.2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Notwithstanding anything else in this Subparagraph 9.2.8, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both. Any accounting provided by Business Associate under this Subparagraph 9.2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph 9.2.8, Business Associate shall document the information specified in Subparagraphs 9.2.8 (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph 9.2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 Obligation of Covered Entity:

- 9.3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

9.4 Term and Termination:

- 9.4.1 Term. The term of this Paragraph 9 shall be the same as the term of the Subcontract. Business Associate's obligations under Subparagraphs 9.2.1 (as modified by Subparagraph 9.4.2), 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7, 9.2.8, 9.4.3 and 9.5.2 shall survive the termination or expiration of the Subcontract.

- 9.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in the Subcontract, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Subcontract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (b) Immediately terminate the Subcontract if Business Associate has breached a material term of the Subcontract or this Paragraph 9 and cure is not possible; or
- (c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the Federal Department of Health and Human Services.

9.4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this Subparagraph 9.4.3, upon termination for any reason or expiration of the Subcontract, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make such return or destruction infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of the Subcontract and this Paragraph 9 to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9.5 Miscellaneous:

- 9.5.1 No Third Party Beneficiaries. Nothing in this Paragraph 9 shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 9.5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 9.
- 9.5.3 Relationship to Services Subcontract Provisions. In the event that a provision of this Paragraph 9 is contrary to another provision of the Subcontract, the provision of this Paragraph 9 shall control. Otherwise, this Paragraph 9 shall be construed under, and in accordance with, the terms of the Subcontract.
- 9.5.4 Regulatory References. A reference in this Paragraph 9 to a section in the Privacy Regulations means the section as in effect or as amended.
- 9.5.5 Interpretation. Any ambiguity in this Paragraph 9 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.
- 9.5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 9 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Regulations.

10. COMPLIANCE WITH JURY SERVICE PROGRAM:

- A. Jury Service Program: The Subcontract is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program is available on the Internet at ordlink.com/codes/lacounty for printing purposes.
- B. Written Employee Jury Service Policy:
- (1) Unless SUBCONTRACTOR has demonstrated to COUNTY's satisfaction either that SUBCONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that SUBCONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), SUBCONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from SUBCONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service served. SUBCONTRACTOR's policy may further provide that employees deposit any fees received for such jury service with SUBCONTRACTOR or that SUBCONTRACTOR deduct from the employee's regular pay the fees received for jury service.
 - (2) For the purposes of this Paragraph 10, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "SUBCONTRACTOR" shall mean a person, partnership, corporation, or other entity, that has a subcontract with a COUNTY contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more COUNTY contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of SUBCONTRACTOR; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) SUBCONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the

Jury Service Program.

- (3) If SUBCONTRACTOR is not required to comply with the Jury Service Program on the effective date of the Subcontract, SUBCONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and SUBCONTRACTOR shall immediately notify COUNTY if SUBCONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR," or if SUBCONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, SUBCONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Subcontract term, and at its sole discretion, that SUBCONTRACTOR demonstrate to COUNTY's satisfaction that SUBCONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that SUBCONTRACTOR continues to qualify for an exception to the Jury Service Program.
- (4) SUBCONTRACTOR's violation of this Paragraph 10 may constitute a material breach of the Subcontract. In the event of such breach, COUNTY may, in its sole discretion, terminate the Subcontract and/or bar SUBCONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

11. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

SUBCONTRACTOR shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

12. SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

SUBCONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. SUBCONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. COUNTY's Department of Children and Family Services will supply SUBCONTRACTOR with the poster to be used.

13. SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT:

- A. A responsible subcontractor is a subcontractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible subcontractors.
- B. SUBCONTRACTOR is hereby notified that the Subcontract is a contract subject to Chapter 2.202 of the Los Angeles County Code, as may be amended during the term of the Subcontract. A copy of Chapter 2.202 of the Los Angeles County Code is available on the Internet at ordlink.com/codes/lacounty for printing purposes.
- C. Any termination of the Subcontract by COUNTY under this Paragraph 13 shall not, in and of itself, be deemed or construed to be a termination by COUNTY for default under Paragraph 32 (Termination for Default) of the Prime Contract or be deemed or construed to entitle COUNTY to exercise any right or remedies under Paragraph 32 (Termination for Default), and shall not

be deemed or construed to limit the rights or remedies of either party under the Subcontract or at law.

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Exhibit P
(Certain County Provisions) to be signed by their duly authorized officers, this _____ day of _____,
2003.

CONTRACTOR

SUBCONTRACTOR

Name of Contractor:

Name of Subcontractor:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____